

This page (together with our Privacy Policy and Terms of Website Use tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) and services (**Services**) listed on our website (**our site**) to you. Details of the Products and Services purchased by you can be seen in full when placing an order with us.

These Terms will apply to any contract between us for the sale of Products and Services to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products or Services from us. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products or Services from us.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time. Every time you wish to order Products or Services, please check these Terms to ensure you understand the terms which will apply at that time.

1. Information about us

1.1 We operate the website eftgroup.co.uk. We are EFT Systems limited, a company registered in England and Wales under company number 01172575 and with our registered office at Cobden House, 39a Cobden Road, Southport, PR9 7TR, which is also our main trading address.

1.2 Contacting us

- (a) You can contact us by telephoning our customer service team at 01704 229431 or by e-mailing us at admin@eftsystems.co.uk to discuss any questions or complaints about the Products or Services. You can return goods to us using our main trading address.
- (b) If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 18.
- (c) If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

2. Our Products

2.1 All goods supplied by us shall be in accordance with (i) the current edition of the relevant Product Description Leaflet as published from time to time by us (copies of which are available from us upon request) and (ii) those further specifications or descriptions (if any) expressly listed or set out on the face of the Order. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that

your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 The packaging of the Products may vary.

2.3 We reserve the right to amend the Products if required by any applicable statutory or regulatory requirements.

3. Our Services

3.1 We will provide the Services to you in accordance with this Contract, in particular the Specification.

3.2 The Services will begin on the Commencement Date and be performed for the period set out in the Specification attached to the Email Confirmation, save where there is any lawful earlier termination of this Agreement.

3.3 Whilst we will use reasonable endeavours to meet any milestone dates set out in the Specification, such dates are approximate only and time of performance is not of the essence.

3.4 We will not be liable for any delay in or failure of performance of the Services (including any failure to achieve any milestone or other date) so far as caused by an Event Outside Our Control or by your failure to perform your obligations under this Agreement.

3.5 We may make any changes to the Services:

- (a) needed to comply with applicable law or safety requirements; or
- (b) which do not materially affect the nature or quality of the Services;

and will notify you in advance of such changes.

4. Our obligations

4.1 We will:

- (a) perform the Services: (i) using all reasonable care and skill; and (ii) in accordance with best practice for services of that type;
- (b) use sufficient personnel who have appropriate skills and experience for their duties;
- (c) co-operate with you and comply with your reasonable instructions;
- (d) provide and use sufficient and appropriate equipment and materials required to provide the Services;
- (e) ensure that the Services comply with the Specification for the Warranty Period;

- (f) ensure that the Products and Services are fit for any purpose set out in the Specification and are of reasonable quality and are free from defects in design, installation and workmanship;
- (g) obtain and maintain all licences, permits and other consents required for its performance of the Services;
- (h) comply with all applicable laws and regulations; and
- (i) observe all rules and regulations notified to Us and in force at your installation address.

5. Your obligations

5.1 You will pay the price for the Products and Services in accordance with this Contract.

5.2 You agree that we may process your personal data , which we collect or which you submit to us during any sales or registration process, for a number of purposes, including to open and manage an account for you, to deliver products and services ordered by you, for security and emergency service support, for credit checking and fraud prevention, and for product analysis and direct marketing (subject to your preferences) as set out in our "Privacy Notice".

5.3 You will:

- (a) afford us access to your site or location and prepare them for supply of the Services;
- (b) afford us access to your personnel; and
- (c) provide us such facilities, information and assistance (ensuring that information is complete and accurate);

in each case as required to allow us to perform the Services.

5.4 You will also:

- (a) co-operate fully with us and follow our reasonable instructions in relation to the performance of the Services;
- (b) obtain and maintain all necessary licences and consents for the performance of the Services;
- (c) keep all documents, equipment, materials and our property (**Our Materials**) at the supply location or your premises safely and at your own risk and in the same condition as they were in when supplied (fair wear and tear excepted); and
- (d) not dispose of or use any of our Materials without our prior written agreement.

6. Warranty

6.1 We warrant that:

- (a) any Products and Services provided by us for a period of 12 months from completion of the Services (the **Warranty Period**), will conform with their description and will comply with the Specification;
- (b) we have clear title to the Products and the right to transfer them to you; and
- (c) the Products will be of satisfactory quality, free from material defects in design material and workmanship and be fit for any purpose held out by us.

6.2 Where the Services or Products fail to comply with clause 6.1, we will, at our option, re-perform them to comply with this Contract, provided that:

- (a) you inform us in writing during the Warranty Period and within 5 Business Days of discovery that the Services do not comply with clause 6.1; and
- (b) you give us a reasonable opportunity to investigate any defective Services.

6.3 The terms of this Agreement will apply to any re-performed Services or replaced or repaired Products.

6.4 We will not be liable for any failure of any Services or Products to comply with clause 6.1 to the extent:

- (a) caused by your failure to comply with our instructions in relation to the Services;
- (b) caused by us following any Specification or other document supplied by or instruction from you;
- (c) where you alter the Products or Services or the results of the Services without our prior written agreement; or
- (d) where you use the Products or the results of the Services after notifying us that the Products do not comply with clause 6.1.

6.5 Except as set out in this clause 6:

- (a) we give no warranty in relation to the Services; and
- (b) we will be under no liability for our failure to comply with the warranty in clause 6.1.

6.6 Nothing in this clause 6 shall affect your statutory rights.

7. **How the contract is formed between you and us**

7.1 After you place an order by email or otherwise, you will receive an e-mail from us acknowledging that we have received your order and that we are processing it. However, please note that this does

not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 7.2.

- 7.2 We will confirm our acceptance to you by sending you an e-mail that confirms the terms of your Order and the latest date of delivery (**Email Confirmation**). The Contract between us will be formed when we send you this Email Confirmation.
- 7.3 We will send you an email to confirm when your Order is complete and the Products are being delivered to you.
- 7.4 These terms shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from you, and no addition alteration or substitution of these terms will bind us or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on our behalf.
- 7.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet the date of delivery or because of an error in the price on our site as referred to in clause 14.4, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

8. Changes

- 8.1 If you wish to make a change to your Order then please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of your Order, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. This change will need to be emailed to us whereby you will receive a further Email Confirmation if that change has been processed. If we cannot make the change or the consequences of making the change are unacceptable to you, we will continue with your original Order.
- 8.2 Please note that we may make minor changes to the Products to reflect changes in the relevant laws and regulatory requirements or to implement minor technical adjustments and improvements.
- 8.3 In the event that we have to make more significant changes to the Products, we will notify you of the same and allow you to cancel the contract and obtain a full refund for any Products paid for and/or delivered to you within 7 days of being notified of these changes.

9. Our right to vary these Terms

- 9.1 We amend these Terms from time to time. Please note that these Terms were last updated in August 2019.
- 9.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- 9.3 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:
- (a) changes in relevant laws and regulatory requirements; and
 - (b) changes in the production, supply or distribution of the Products.
- 9.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel the Products or Services you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

10. Your consumer rights

- 10.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- a. If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back);
 - b. If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2;
 - c. If you have just changed your mind about the Product, see clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Product;
 - d. In all other cases (if we are not at fault and there is no right to change your mind), see clause 10.5.
- 10.2 If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Products or Services paid for by you and you may also be entitled to compensation. The reasons are:

- a. We have told you about an upcoming change to the Product or these terms which you do not agree to as per clause 10.
 - b. We have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;
 - c. Subject to clause 17.4, if there is a risk that supply of the Products may be significantly delayed because of events outside our control;
 - d. We have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, as seen in clause 12.
 - e. You have a legal right to end the contract because of something we have done wrong.
- 10.3 You have a legal right to change your mind and be entitled to a refund within 14 days after the day you, or someone you nominate, receives the Product, unless your order is split into several deliveries over different days. In this case, you have until 14 days after the day you, or someone you nominate, receives the last delivery of your order to change your mind about the Product.
- 10.4 In the event that you exercise this right, you will be entitled to a full refund. Please note however that you will be responsible for paying the costs of returning the Products to us.
- 10.5 Even if we are not at fault and you do not have a right to change your mind (see clause 10.1), you can still end the contract before the Products are delivered to you, but you may have to pay us compensation. If you want to end a contract before the Products are delivered to you and where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Products not delivered but we may deduct from that refund a percentage of the price calculated as per the table below depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so, as follows:
- a. 10% of the price if you end the contract within 7 days of the Email Confirmation:
 - b. 30% of the price if you end the contract between 7 and 14 days of the date of the Email Confirmation; or
 - c. 0% of the price if you end the contract after 14 days.

How to end the contract with us

- 10.6 To end the contract with us, please let us know by calling us on 01704 229431 or email us at [insert email address]. Please provide your name, home address, details of the order and order number, where available, your phone number and email address.

10.7 If you end the contract for any reason after Products have been dispatched to you or you have received them, you must return them to us in the same condition that they were dispatched to you. You must post them back to us at Cobden House, 39a Cobden Road, Southport, PR9 7TR.

When we will pay the costs of return

10.8 We will pay the costs of return if you are exercising your right to return the goods if:

- a. the Products are faulty or misdescribed; or
- b. you are ending the contract because we have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

10.9 In the event that clauses 10.8 (a) or (b) apply, we will refund you the price you paid for the Products including delivery costs, by the method you used for payment.

10.10 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the Product back from you.

Our rights to end the contract

10.11 We may end the contract for a Product at any time by writing to you if:

- a. you do not make any payment to us when it is due;
- b. you do not, within a reasonable time, allow us to deliver the Products to or perform the Services for you;
- c. commit any material breach of any of the terms of the Agreement and (if such a breach is remediable) fail to remedy that breach within 30 days of being notified of the breach; (b) you become insolvent or a petition is filed or an order is made for your bankruptcy, or if a receiver is appointed of any of your assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager.

10.12 If we end the contract in the situation set out in clause 10.11 (b), we will refund you 50% of the price of the Products as compensation associated with our net costs we will have incurred at this point in time.

10.13 We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if the Products are faulty, then you can get an immediate refund.
- up to six months: if the Products can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the Products do not last a reasonable length of time you may be entitled to some money back.

10.14 If you wish to exercise your legal rights to reject Products you must post them back to us.

11. Delivery

11.1 Unless otherwise stated in the Order, the price quoted includes delivery to the address specified in the Order, provided that we reserve the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.

11.2 We will contact you with an estimated delivery date, which will be within 30 days after the date of the Email Confirmation. Any time or date for delivery given by us is given in good faith but is an estimate only. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 17 for our responsibilities when this happens.

11.3 Delivery of an Order will take place by courier or equivalent postage which requires it to be signed for on receipt.

11.4 If no one is available at your address to take delivery, we will leave you a note that the Products have been returned to our premises, unless you have nominated someone else to accept delivery, in which case, please contact us to rearrange delivery. Please note that it will be your responsibility to pay the cost of any further delivery.

Comment [PW1]: Several the points below don't really apply to EFT's business model. It's very rare for us to just sell and dispatch products.....

Comment [PW2]: This isn't relevant to EFT?

- 11.5 Delivery of an Order will be completed when signed for at your address. Products will be owned by you and shall be your responsibility from that time. You shall be deemed to have accepted all goods upon their delivery by us to the address specified in the Order.
- 11.6 Each Delivery will include a delivery note which shows the date of the Order, order number, the type and quantity of the Products purchased by you and an invoice requesting payment in accordance with clause 15.
- 11.7 If we are unable, through circumstances beyond our control (including without limitation lack of shipping instructions from you), to deliver the Products within 14 days after notification to the you or your agent that the Products are ready for delivery, we shall be entitled to arrange storage on your behalf, whereupon delivery shall be deemed to have taken place, all risk in the Products shall pass to you, and delivery to you of the relevant warehouse receipt shall be deemed to be delivery of the Products for the purposes of this Clause 11. All charges incurred by us for storage or insurance shall be paid by you within 30 days of submission of an invoice.
- 11.8 We will replace free of charge any Products proved to our satisfaction to have been damaged in transit provided that within 24 hours after delivery both we and the carriers have received from you notification in writing of the occurrence of the damage and also, if and so far as practicable, of its nature and extent.

12. Reasons we may suspend the supply of products to you.

- 12.1 We may have to suspend the supply of a Product to:
- a. deal with technical problems or make minor technical changes;
 - b. update the Product to reflect changes in relevant laws and regulatory requirements;
 - c. make changes to the Product as requested by you or notified by us to you as per clause 8.
- 12.2 We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. You may contact us to end the contract for a Product if we suspend it, or tell you we are going to suspend it, in each case if suspended for more than 14 days and we will refund any sums you have paid in advance for the Product in respect of the period after you end the contract.

13. International delivery

- 13.1 We deliver to the countries listed on our site. Please review the information on our site carefully before placing an Order with us as there may be some international restrictions on some of our Products.

13.2 If you order Products from us for delivery internationally, being an address outside of the UK, your order may be subject to import duties and taxes which are applied when the delivery reaches the destination. Please note that we have no control over these charges and we do not predict their amount. You will be responsible for any such duties and taxes.

14. Price of products

14.1 The prices of the Products will be as quoted on our site and/or order form at the time you submit your Order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was given to us. However please see clause 14.4 for what happens if we discover an error in the price of any Products that you have ordered.

14.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

14.3 Unless otherwise indicated on our Invoice, the price of our Products include VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

14.4 Our site and literature contain a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

- (a) where the Product's correct price is less than the price stated on our site at the time of the Email Confirmation, we will charge the lower amount when dispatching the Products to you; and
- (b) if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Product and refund you any sums you have paid.

15. How to pay

15.1 You can only pay for Products using the various methods for payment listed on our Invoice.

15.2 Unless otherwise stated in the Order, payment of the price of the Products and or Services comprised in each Order shall become due not later than 30 days from the date of our invoice. If making payment by debit or credit card, we will charge your debit card or credit card upon sending you the Email Confirmation. We reserve the right to request you to pay an initial deposit equal to 50% of the total cost of an Order when we accept an Order from you.

15.3 If you fail to pay in full for our Products or Services by the due date, we may, without limiting our other rights, charge interest on such sums at the statutory interest rate (as defined by the Late Payment of Commercial Debts (Interest) Act 1998 or at rate of 8 percent per annum, whichever is the higher. Interest will accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

16. Our liability to you

16.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

16.2 We only supply the Products to you for domestic and private use. You agree not to use the Product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

17. Events outside our control

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

17.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

17.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than one year. To cancel please contact us. If you opt to cancel, you will have to return, at our cost, any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

18. **Communications between us**

18.1 When we refer, in these Terms, to "in writing", this will include e-mail.

18.2 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

18.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; 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 or if sent by e-mail, one Business Day after transmission.

18.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. In our case, any email should be sent to [insert email address].

18.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19. Title and Risk

- 19.1 The risk in the Products shall pass to you when the Products are despatched in accordance with clause 11.
- 19.2 Title to the Products shall not pass to you until we receive payment in full for all Products we have ever supplied to you, in which case title to the Products shall pass to you at the time of payment.
- 19.3 Even though title to our Products may not have passed to you, we shall be entitled to sue for their price once payment has become due.

20. Intellectual property rights

- 20.1 For the purposes of these terms, intellectual property shall mean Patents, Registered Designs, Unregistered Designs, Registered Trademarks and Copyright only, having effect in the United Kingdom, in each case whether registered or unregistered at the time of entering into these Terms.
- 20.2 All intellectual property rights contained in or arising out of the Products shall be owned by us. We warrant that we are not aware of any actual or alleged infringements of any intellectual property rights of third parties which relate to the Products other than those (if any) which we have disclosed to you prior to acceptance of the Order.
- 20.3 We shall have no liability to you (other than as provided in this clause 20) in the event that the Products to be supplied under the Order infringe any intellectual property rights of a third party (including without limitation by reason of their possession, sale or use, whether alone or in association or combination with any other goods). We give no warranty that the Products to be supplied under the Order will not infringe as aforesaid, and all conditions, warranties, stipulations or other statements whatsoever relating to such infringement or alleged infringement (if any), whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.
- 20.4 In the event that any claim is made against you for infringement of intellectual property rights arising directly from the use or sale by you of the goods, we at our own expense shall conduct any ensuing litigation and all negotiations for a settlement of the claim. We will bear the costs of any payment (either by way of a lump sum or a continuing royalty payment) made in settlement, or as a result of an award in a judgment against us in the event of litigation.
- 20.5 The benefit of Condition 20.4 is granted to you by us only in the event that you:
 - 20.5.1 give us reasonable notice in writing of any such claim being made or action threatened or brought against you;
 - 20.5.2 make no admission of liability or take any other action in connection therewith;

- 20.5.3 permit us to have the conduct of the claim pursuant to Clause 20.4;
- 20.5.4 (at our expense) give all reasonable information, co-operation and assistance to us (including without limitation lending your name to proceedings) in relation to the conduct of the claim; and
- 20.5.5 in the event that it is made a condition of any settlement made by us, or judgment awarded against you, pursuant to Clause 20.4, return or destroy, as applicable, all infringing Products still under your control subject to a refund by us of any payment for such Products already made less a reasonable allowance for depreciation of the Products by reason of their use (if any) by you prior to their return or destruction as aforesaid.

20.6 The provisions of Clause 20.4 shall not apply to any infringement caused by us having followed a design or instruction furnished or given by you nor to any use of the Products in a manner or for a purpose which shall have been specifically prohibited in writing by us, nor to any infringement which is due to the use of such Products in association or combination with any other product.

20.7 The foregoing states our entire liability to you and your sole and exclusive remedies against us in connection with claims based on or resulting from the infringement of intellectual property rights, of any kind whatsoever, of third parties.

20.8 In agreeing to these terms::

- a. you acknowledge that all intellectual property rights of ours will remain our property and that you shall not attempt to transfer these rights to any third party; and
- b. you shall not use these intellectual property rights for any commercial gain or for any use other than those rights associated with the use of the Products by you.

21. Other important terms

21.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

21.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. You may not transfer the benefit of any rights owed to you by us to any third party in the event that the Product was purchased as a gift or given to someone else.

21.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 21.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 21.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 21.6 Please note that these Terms are governed by English law. This means a Contract for the purchase of Products or Services and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.