

Parotec Solutions Limited - Terms and Conditions for Sale of Goods
The Customer's attention is particularly drawn to clause 8.

1. Interpretation

Business Day: a day except Saturday, Sunday or public holiday in England.
Conditions: the terms and conditions in this document, amended from time to time in accordance with clause 14.4.

Contract: the contract between Parotec and the Customer for the sale and purchase of Goods as more particularly described in clause 2.2.

Customer: the company, firm or other person which purchases Goods from Parotec, whose details are in the OA.

Customer Item: an item provided to Parotec for the purpose of Parotec creating Goods on a bespoke basis for the Customer including by way of example only, any machinery, tooling, equipment, products and other items.

Delivery Location: the location for delivery of the Goods specified in the OA or if not so specified, the Delivery Location shall be Parotec's premises.

FM Event: has the meaning in clause 10.

Goods: the goods (or part of them) stated in the OA whether by reference to a product code or otherwise.

Order: the Customer's order for Goods.

Order Acknowledgement/OA: the written order acknowledgement issued by Parotec to the Customer confirming relevant order details and other information pertaining to the Contract.

Parotec: Parotec Solutions Limited, a company registered in England with Co. No. 02344308 with registered office address at Unit C1, Europa Trading Estate, Europaway, Stoneclough Road, Radcliffe, Manchester M26 1GG.

Price: the price for the Goods in the OA or, if no price is so stated, the price is Parotec's ex works published price at delivery.

Specification: the technical specification for the Goods provided by Parotec or otherwise agreed in writing by Parotec. Specifications for Goods may be included on Parotec's website, provided in writing by Parotec or otherwise devised in accordance with clause 3.8.

- 1.1 A **person** includes a natural person, corporate or unincorporated body (whether or not, having separate legal personality). A reference to a party includes its successors and permitted assigns.
- 1.2 Reference to any legislation is a reference to it as amended or re-enacted and includes all subordinate legislation made under it.
- 1.3 Words following the terms including, include, in particular, for example or similar are illustrative only and shall not limit the sense of the words, description, definition or term preceding those terms.

2. Basis of Contract

- 2.1 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 law, trade, custom, practice or course of dealing.
- 2.2 An Order by a Customer is an offer only by the Customer to purchase Goods in accordance with these Conditions but an Order shall not be binding on Parotec. The Contract shall come into force at the point at which Parotec issues an OA. The Contract shall comprise the OA, these Conditions and the Specification only and in the event of conflict between the foregoing, they shall prevail, (highest precedence first) in the order above stated. The Contract constitutes the entire agreement between the parties with respect to its subject matter. The Customer is responsible for ensuring that the OA is complete and accurate including ensuring that correct product codes are used and that the Specification is suitable for its requirements. Any errors should be notified to Parotec immediately.
- 2.3 Any samples, catalogues, brochures or advertising produced by Parotec and any descriptions or illustrations contained therein are for the sole purpose of giving an approximate idea of Goods and shall not form part of the Contract nor have any contractual force.
- 2.4 A quotation given by Parotec is not an offer and shall not form part of the Contract. Quotations shall only be valid for 30 days from date of issue.
- 2.5 The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Parotec which is not set out in the Contract.

3. Supply of Goods and Customer Obligations

- 3.1 In consideration of payment of the Price, Parotec shall supply the Goods.
- 3.2 Goods are described in the Specification and/or the OA. Parotec may amend a Specification if required by any statutory or regulatory requirement.
- 3.3 Where Goods are bespoke, the Customer shall ensure that all Customer Items together with any measurements, dimensions and other information in respect of the Customer Items is both accurate and complete in all material respects. Where Goods to be supplied include any Customer branding requirements, the Customer shall also provide full brand detail including colour, sizing, brand guidelines, drawings, images and measurements. Parotec shall not be liable for any Customer inaccuracies, delay in providing, or failure to provide any such information. Customer shall provide an inventory of all Customer Items.
- 3.4 The Customer acknowledges that Customer Items are provided on a free issue basis only and accordingly are supplied at Customer cost. Parotec shall not be liable for any loss or damage to Customer Items. Parotec shall however use reasonable efforts to return the same to the Customer.
- 3.5 Following receipt of Customer Items, Parotec shall provide a devised specification to the Customer for approval. The Customer shall, without undue delay, review and verify the devised specification and either: (a) approve the same by providing written acceptance to Parotec in such form as Parotec may require; or (b) raise any comments and/or set out required modifications to the devised specification, notifying such requirements and changes to Parotec in sufficient detail to allow Parotec to revise the devised specification. Parotec shall thereafter, send the same to the Customer. The Customer shall again review the devised specification and provide written acceptance to Parotec in such form as Parotec may require.
- 3.6 Parotec shall only undertake the process in clause 3.5 once and any further modifications are at its discretion. Parotec may raise reasonable charges for undertaking the process in clause 3.5, in addition to the Price.
- 3.7 Once the devised specification is approved by the Customer, it shall be the Specification. Parotec shall not be obliged to supply any Goods until the Specification is approved in accordance with clause 3.5.
- 3.8 If the Customer does not approve the Specification in accordance with clause 3.5 or otherwise unduly delays approval such that the devised specification is not approved within a reasonable period following submission to the Customer, Parotec may terminate the Contract without liability by serving not less than five Business Days' written notice.
- 3.9 A Customer who is a reseller, must not remove labels, instructions, packaging, safety or warranty information, markings and other data supplied with the Goods and is responsible for all matters relating to onward sale.

4. Delivery

- 4.1 Parotec shall deliver the Goods to the Delivery Location. Delivery shall be completed on the Goods arrival at the Delivery Location.
- 4.2 If the Customer is not present at the Delivery Location at the time of delivery, the Customer shall make available, an appropriate representative to handle the same, nothing shall preclude the application of the Customer's obligations relating to delivery and the Customer shall ensure that any such person complies with obligations equivalent to this clause 4.
- 4.3 Parotec shall provide its own form of delivery note showing Order number, type and quantity of Goods and, if Goods are to be delivered by instalments, the outstanding balance of Goods to be delivered.
- 4.4 The Customer shall ensure that safe vehicular access to and egress from the Delivery Location is available. Except as otherwise agreed, the Customer shall be responsible for unloading the Goods from delivery vehicles and shall make available, sufficient, trained personnel for the safe, secure and regulatory compliant unloading of the Goods.
- 4.5 Parotec does not usually require the return of packaging except that if the Customer returns any Goods to Parotec, the Customer shall ensure such Goods are returned in their original packaging.
- 4.6 Dates quoted for delivery are approximate only, and time of delivery is not of the essence.

- 4.7 Without prejudice to clause 4.6, Parotec shall not be liable for any delay in or failure to deliver the Goods due to a FM Event or Customer failure to provide Parotec with adequate delivery or other instructions that are relevant to the supply of the Goods.
- 4.8 If Parotec fails to deliver the Goods, the Customer must notify Parotec of non-delivery within 2 days of the date when the Goods were estimated for delivery. Parotec's liability for non-delivery is limited (at its option) to:
- (a) replacing Goods which are the subject of the non-delivery within a reasonable time; or
- (b) issuing a credit note or refund for such Goods which have not been delivered; but Parotec shall have no further liability for non-delivery. If the Customer fails to notify Parotec in accordance with the foregoing, Parotec shall not be liable for any delivery failure.
- 4.9 If the Customer fails to take delivery when Goods are tendered for delivery at the Delivery Location, except where failure is due to FM Event or Parotec's material failure to comply with its obligations in respect of the Goods: (a) delivery is deemed completed when Goods were tendered for delivery and risk shall pass accordingly; and (b) Parotec shall store Goods until actual delivery and (without prejudice to Parotec's other rights and remedies) charge Customer for all related costs and expenses (including insurance, costs, expenses and liabilities of third party suppliers and storage costs) but subject to Parotec's right to sell or dispose of the Goods, if the Customer fails to take delivery by 28 days from the date when the Goods were first tendered for delivery or the Price should have been paid in full, whichever is soonest. In the event of disposal or sale by Parotec, Parotec shall charge the Customer for any shortfall below the Price or (and only if the Customer has paid in advance in full and after deductions) Parotec shall account to the Customer for any excess over the Price.
- 4.10 The Customer may not reject Goods if Parotec delivers less than the quantity of Goods in the OA but a Price pro-rata adjustment shall be made on receipt of Customer's written notice that the wrong quantity was delivered, such notice to be delivered in good faith.
- 4.11 Parotec 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.
- 4.12 The Customer shall provide to Parotec, such information as Parotec may reasonably require for the performance of its obligations including as to delivery of the Goods.

5. Quality and Defects

- 5.1 Parotec warrants to the Customer that, on delivery and for the period stated in the OA or if not so stated, for 12 months from the delivery date (**Warranty Period**), but subject to clauses 5.2 and 5.5, the Goods shall:
- (a) conform in all material respects to their Specification;
- (b) be free from material defects in material and workmanship; and
- (c) be of satisfactory quality (as in the meaning of the Sale of Goods Act 1979).
- 5.2 The Warranty Period stated in clause 5.1 shall be 3 years from the date of delivery of the Goods to the Customer, in respect only of electrical components within the Goods but subject always to clause 5.9. Except as stated in clause 5.2, Goods shall have a warranty period as in clause 5.1.
- 5.3 Subject to clause 5.4 and provided that:
- (a) the Customer gives written notice with sufficient detail to Parotec during the Warranty Period and in any event within 3 days of discovery that some or all Goods do not comply with the warranty in clause 5.1 or 5.2; and
- (b) Parotec is given a reasonable opportunity to examine such Goods and acting reasonably, determines that the Goods do not so comply; and
- (c) the Customer (if required by Parotec) returns such Goods to Parotec's premises at the Customer's cost;
- then Parotec shall, at its option replace, repair or if Parotec determines that a repair or replacement is not viable, provide a credit for the Price to be used against future purchases in respect of, the defective Goods. Where a credit or replacement is provided, Parotec is not required to return Goods.
- 5.4 Parotec is not liable for failure to comply with the warranty hereunder if:
- (a) the Customer makes use of Goods after notifying under clause 5.3;
- (b) the defect arises because the Customer failed to follow Parotec's instructions as to the storage, use or operation of the Goods or good practice for the same or from a FM Event;
- (c) the Customer alters or repairs Goods without Parotec's written consent;
- (d) Goods are used with devices or attachments not approved by Parotec;
- (e) the defect arises due to fair wear and tear, wilful damage, negligence, or abnormal or improper storage, working conditions, transport or installation;
- (f) the Goods differ from their Specification as a result of changes made to comply with statutory or regulatory requirements;
- (g) the defect arises due to Parotec following Customer specification, information or instruction; or
- (h) use or purchase of the Goods outside the UK.
- 5.5 Except as provided in this clause 5, Parotec shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty. All warranties, terms and conditions whether express or implied by statute, common law or otherwise including as implied by s.13 to 15 of the Sale of Goods Act 1979 are excluded to the fullest extent permitted by law.
- 5.6 These Conditions apply to replacements supplied by Parotec. Repaired or replaced Goods benefit from the remaining warranty balance only.
- 5.7 The Customer acknowledges that there may be variances in colour or shade between samples and Goods and between batches of Goods. Such variances shall not be a breach of any warranty or any default by Parotec.
- 5.8 In the event that an inspection of the Goods is undertaken by Parotec for the purposes of this clause 5, but it is found that there is no defect in the Goods then Parotec may charge the Customer for costs incurred.
- 5.9 Except as otherwise provided in this clause 5, the warranty herein shall not apply to any component manufactured by a third party which is incorporated into the Goods and for the purpose of this warranty, Goods shall mean only those Goods manufactured by Parotec. Items excluded from the warranty include foam inserts and third party supplied printed material. Where a warranty is provided, Parotec warrants third party manufactured components only to the same extent that the supplier of the relevant third party component warrants the same to Parotec in any event.
- 6. Title and risk**
- 6.1 Risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- (a) Parotec receives payment in full (in cash or cleared funds) for the Goods and any other goods that Parotec has supplied to the Customer in respect of which payment has become due (whether under this or any other contract), in which case title to the Goods shall pass at the time of payment of all such sums in full and cleared funds; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store Goods separately from all other goods held by the Customer so they remain readily identifiable as Parotec's and hold them as Parotec's bailee;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) not create or allow to be created any interest or encumbrance or pledge any credit in relation to the Goods (and if any such interest or encumbrance or pledge is created, the Price shall be immediately payable in full);
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the delivery date and provide a copy of the insurance certificate to Parotec on request and hold any proceeds of any insurance claims in relation to any Goods belonging to Parotec on account for Parotec, in a separate bank account;
- (e) notify Parotec immediately if it becomes subject to any of the events listed in clause 9.1(d) to clause 9.1(f); and
- (f) give Parotec such information as it may reasonably require from time to time relating to the Goods and the Customer's ongoing financial position.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Parotec receives payment for the Goods. If the Customer resells Goods before that time:
- (a) it does so as principal and not as Parotec's agent; and
- (b) title to the Goods shall pass from Parotec to the Customer immediately before the time at which resale by the Customer occurs;

- (c) it shall do so at the best available price, Parotec shall remain legally and beneficially entitled to sale proceeds (and those under any other contract) and the Customer shall maintain the same in a separate bank account.
- 6.5 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 9.1, without limiting any other Customer right or remedy, the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately.
- 6.6 Without prejudice to clause 6.5, at any time before title to the Goods passes to the Customer, Parotec may: (a) by written notice, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and (b) require the Customer to deliver up all Goods (and any other goods belonging to Parotec) in its possession that have not been resold and if the Customer fails to do so promptly, itself or by appointing any person on its behalf to enter any premises of the Customer or of any third party where the Goods are stored with our without vehicles, in order to recover them and for such purposes, the Customer shall be obliged to obtain all rights of entry to relevant premises.
- 7. Price and payment**
- 7.1 The Customer shall pay the Price of the Goods to Parotec.
- 7.2 Parotec may, on notice to the Customer at any time before delivery, increase the Price to reflect any increase in the cost of the Goods that is due to:
- (a) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (b) any delay caused by any instructions of the Customer or failure of the Customer to give Parotec adequate or accurate information or instructions.
- 7.3 The Price of the Goods excludes amounts in respect of VAT and similar or equivalent tax and other duties and charges which the Customer shall pay to Parotec at the prevailing rate, subject to the receipt of a valid VAT invoice and except as otherwise stated in the OA, excludes costs and charges of packaging, insurance and transportation which the Customer shall pay.
- 7.4 Parotec may invoice for the Goods prior to, or on dispatch of the Goods.
- 7.5 The Customer shall pay each invoice submitted by Parotec within 30 days of the invoice date or in accordance with any credit terms agreed by Parotec and confirmed in writing to the Customer in the OA, in full and cleared funds to an account nominated in writing by Parotec. Time for payment shall be of the essence of the Contract.
- 7.6 If the Customer fails to make payment by the due date, without limiting Parotec's other rights and remedies, the Customer shall pay interest on the overdue sum from the due date until payment, whether before or after judgment. Interest will accrue daily at 3% per annum above HSBC Bank base rate from time to time, but at 3% a year if the base rate is below 0%.
- 7.7 The Customer 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). Parotec may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Parotec to the Customer.
- 7.8 All invoices shall be raised in and all payments to Parotec shall be made in Pounds Sterling. The Customer is responsible for exchange rate fluctuations and any associated third party costs payable by the Customer.
- 7.9 Parotec may grant trade credit to a Customer on such terms as it may determine. Such terms are usually (not always) stated in the OA. Parotec is not obliged to grant any credit or continue to do so and Parotec may revoke, vary or refuse any credit arrangement at any time. To be considered for credit, the Customer must follow the process for application stipulated by Parotec (or by Parotec's third party provider).
- 7.10 If Goods are to include Customer branding, the Customer acknowledges that the printing of any inserts or similar for inclusion in the Goods shall be by Parotec's chosen supplier. If Parotec incurs any increased costs from a print supplier in connection with any colour or other requirements following the Order date, the Customer shall be liable to meet all such additional costs.
- 8. Limitation of liability**
- 8.1 Nothing limits any liability which cannot legally be limited, including for:
- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.
- 8.2 Subject to clause 8.1, Parotec shall under no circumstances be liable whether in contract, tort (including negligence), breach of statutory duty, arising out of the supply or use of the Goods or otherwise, howsoever arising for any costs, claims, damages, liabilities or expenses in respect of any: (a) loss of profits (both direct and indirect); (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; (g) indirect, special or consequential loss. The parties agree that the categories referred to at this clause 8.2 shall be distinct and severable.
- 8.3 Subject to clause 8.1, Parotec's total liability arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, arising out of the supply or use of the Goods or otherwise howsoever arising, shall in no circumstances exceed a sum equal to five times the Price or £250,000 (two hundred and fifty thousand pounds), whichever is the lower.
- 8.4 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. The Customer acknowledges and agrees that the liability position herein is an accurate reflection of the level of risk to be adopted by the parties and takes account of the basis on which the parties have agreed to contract.
- 9. Termination**
- 9.1 Without limiting its other rights or remedies, Parotec may terminate the Contract with immediate effect by written notice to the Customer if:
- (a) other than as to payment which is dealt with in clause 9.1;
- (b) the Customer commits any material breach of the Contract and (if such breach is remediable) fails to remedy that breach within seven days of being notified in writing to do so;
- (c) the Customer fails to pay the Price or part thereof on the due date and fails to remedy late payment within fourteen days from the due date;
- (d) the Customer 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), obtaining a moratorium, being wound up (whether voluntarily or by court order, unless for the purpose of a solvent restructuring), having an administrator or receiver or administrative receiver appointed to any of its assets or ceasing to carry on business or the Customer takes any step or action in connection with being or becomes bankrupt, entering any composition or arrangement with its creditors, or if the step or action is taken in another jurisdiction, in connection with any analogous procedure;
- (e) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (f) the Customer's financial position deteriorates so as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 9.2 Without limiting its other rights or remedies, the Customer may terminate the Contract on not less than fourteen days written notice to Parotec if: (a) Parotec commits a material breach of Contract and (if remediable) fails to remedy that breach within thirty days of being notified in writing of the breach; or (b) Parotec 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), obtaining a moratorium, 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.
- 9.3 Without limiting its other rights or remedies, Parotec may suspend supply of the Goods under the Contract or any other contract between the Customer and Parotec if: (a) the Customer becomes subject to any of the events in clause 9.1(d) to 9.1(f) or Parotec reasonably believes that the Customer is about to become subject to any of them; or (b) the Customer fails to pay any amount due on the due date for payment; or (c) the Customer fails to take delivery of the Goods; or (d) if and to the extent that the value of the Goods and any other goods (whether under this or any other contract) delivered but not paid for, would exceed any credit limit applied by Parotec in relation to the Customer, irrespective in each case of whether payment is overdue.
- 9.4 On termination of the Contract, the Customer shall immediately pay to Parotec, all Parotec's outstanding unpaid invoices and interest and for Goods supplied but not yet invoiced, Parotec shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 9.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of Contract which existed on or before the date of termination or expiry.
- 9.6 Provisions that expressly or impliedly come into or continue in force on or after Contract termination or expiry remain in full force and effect, including clauses 8, 11 and 12.
- 10. Force Majeure**
- Neither party shall be liable for any failure or delay in performing its obligations to the extent caused by a FM Event. A **FM Event** means an event beyond a party's reasonable control which could not have been foreseen or if it could have been foreseen was unavoidable, including strike or other industrial dispute, energy source or transport network failure, act of God, war, terrorism, riot, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosion, building collapse, fire, flood, storm, earthquake, loss at sea, epidemic, pandemic, natural disaster, extreme adverse weather or supplier or subcontractor default. The affected party is entitled to a reasonable extension of time for performing affected obligations. If the period of delay continues for six weeks, the party not affected may terminate the Contract by giving fourteen days' written notice to the affected party.
- 11. Confidentiality**
- 11.1 Each party (**recipient**) shall keep strictly confidential all information of a confidential nature relating to the business, affairs, customers or suppliers of the other and all technical and commercial know-how, processes or initiatives of a confidential nature (**Confidential Information**) which are disclosed to the recipient by the other party (**discloser**), its employees, agents or subcontractors and any other confidential information concerning discloser's business, products and services which the recipient may obtain.
- 11.2 A party may disclose the other's Confidential Information: (a) to its employees, officers, representatives, contractors and advisers who need to know the same for the purposes of exercising the party's rights or carrying out its obligations under the Contract; and (b) as may be required by law, a court of competent jurisdiction or governmental or regulatory authority.
- 11.3 Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 12. Intellectual Property Rights**
- 12.1 All intellectual and other proprietary rights in and to the Goods and in all materials relating thereto, including brochures, literature, software, Specifications, designs, design drawings, measurements and descriptions in each case, including design rights, trade marks (whether registered or unregistered), goodwill and all copyright, vests in and shall remain vested in Parotec and no rights in relation to the same are granted to the Customer expect for the purpose of onward sale of the Goods by the Customer. Parotec makes no assurance nor gives any warranty as to the intellectual property rights in the Goods or freedom from any infringement of any third party intellectual or other proprietary rights. Nothing in this clause 12 shall affect the intellectual property in any Customer Items.
- 12.2 Nothing obliges Parotec to provide or otherwise disclose to the Customer, any design information, drawings or any other information related to the intellectual property rights in the Goods nor any copies thereof at any time.
- 13. Data Protection**
- 13.1 In this clause, controller, processor, personal data and processing have the meanings in the UK General Data Protection Regulation (**UK GDPR**).
- 13.2 Each party will comply with all applicable requirements of the UK GDPR and other applicable data protection law. This clause 13 is additional to and do not relieve or replace a party's obligations or right under such laws.
- 13.3 Parotec shall process personal data provided by the Customer, as a processor. The Customer consents to and shall procure all required consents from relevant persons in respect of all personal data provided to Parotec. The Customer is referred to Parotec's website privacy policy. The Customer is notified that personal data may be required to provide Goods and deal with admin procedures connected to the Contract. Parotec notifies any Customer who is a sole trader that their personal data may be used by Parotec and provided to Parotec's external third-party service providers, including finance providers for the purpose of the Contract including for credit insurance, credit reference searches, credit control, assessment and analysis and credit scoring, market and statistical analysis. Parotec shall in relation to Customer personal data process the same for purposes of the Contract, in accordance with Customer's reasonable documented instructions. Parotec shall implement appropriate technical and organisational measures to protect against unauthorised or unlawful personal data processing and against accidental loss or damage thereto.
- 13.4 The Customer provides its prior general authorisation for Parotec to supply personal data to a contractor of Parotec as it may determine for the purpose of the Contract, including transfers outside the UK.
- 14. General**
- 14.1 Parotec may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Parotec.
- 14.2 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.
- 14.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 14.4 No variation of these Conditions is effective unless in writing and signed by a duly authorised representative of Parotec.
- 14.5 No failure or delay to exercise any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 14.6 the parties shall negotiate in good faith to agree a replacement provision that, to the extent possible, achieves the intended commercial result of the original provision.
- 14.7 A notice given to a party under or in connection with the Contract shall be written, addressed to that party at its registered office or other address as that party may have specified in writing and shall be delivered personally or sent by prepaid first-class post or next working day service or commercial courier. A notice is deemed received: if delivered personally, when left at the relevant address; if sent by pre-paid first-class post or next working day service, at 9.00 am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time the courier's delivery receipt is signed. This clause 14.7 shall not apply to service of any proceedings or documents in any legal action.
- 14.8 Unless expressly stated, the Contract does not give rise to any third party rights under the Contracts (Rights of Third Parties) Act 1999 to enforce a Contract term. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person. Nothing affects statutory rights of an end user.
- 14.9 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 and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.