

# Terms and Conditions of the Supply of Goods and Services

<p><b>1. Interpretation</b></p> <p>The following definitions and rules of interpretation apply in these Conditions.</p> <p><b>1.1 Definitions:</b></p> <p><b>Business Day:</b> a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.</p> <p><b>Business Hours:</b> the period from 9.00 am to 5.00 pm on any Business Day.</p> <p><b>Commencement Date:</b> has the meaning given in clause 2.2.</p> <p><b>Conditions:</b> these terms and conditions as amended from time to time in accordance with clause 17.8.</p> <p><b>Contract:</b> the contract between Lynx and the Customer for the supply of Goods and/or Services in accordance with these Conditions.</p> <p><b>Control:</b> has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression <b>change of Control</b> shall be interpreted accordingly.</p> <p><b>Customer:</b> the person or firm who purchases the Goods and/or Services from Lynx.</p> <p><b>Deliverables:</b> the deliverables set out in the Lynx Proposal produced by Lynx for the Customer.</p> <p><b>Delivery Location:</b> has the meaning given in clause 4.2.</p> <p><b>Force Majeure Event:</b> has the meaning given to it in clause 16.</p> <p><b>Goods:</b> the goods (or any part of them) set out in the Proposal.</p> <p><b>Goods Specification:</b> any specification for the Goods, including any relevant plans or drawings, provided in writing within the Lynx Proposal to the Customer.</p> <p><b>Intellectual Property Rights:</b> patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</p> <p><b>Lynx:</b> a company within the Lynx group of companies including, but not limited to, Lynx Sustainable Solutions Limited, Lynx Energy and Carbon Assessors Limited, Lynx Projects Limited, Lynx LED Limited, Lynx Electrical Solutions Limited and Lynx Building Solutions Limited.</p> <p><b>Lynx Materials:</b> has the meaning given in clause 8.1(h).</p> <p><b>Lynx Proposal:</b> the proposal by Lynx for the Customer including the Goods Specification and/or the Service Specification.</p> <p><b>Order:</b> the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Lynx Proposal as the case may be.</p> <p><b>Services:</b> the services, including the Deliverables, supplied by Lynx to the Customer as set out in the Service Specification.</p> <p><b>Service Specification:</b> the description or specification for the Services provided in writing within the Lynx Proposal to the Customer.</p> <p><b>Warranty Period:</b> has the meaning given in clause 5.1.</p> <p><b>1.2 Interpretation:</b></p> <p>(a) A <b>person</b> includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).</p> <p>(b) A reference to a party includes its personal representatives, successors and permitted assigns.</p>	<p>(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.</p> <p>(d) Any words following the terms <b>including, include, in particular, for example</b> or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.</p> <p>(e) A reference to <b>writing</b> or <b>written</b> excludes fax not email.</p> <p><b>2. Basis of contract</b></p> <p><b>2.1</b> The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.</p> <p><b>2.2</b> The Order shall only be deemed to be accepted when Lynx issues written acceptance of the Order at which point and on which date the Contract shall come into existence (<b>Commencement Date</b>).</p> <p><b>2.3</b> Any samples, drawings, descriptive matter or advertising issued by Lynx and any descriptions of the Goods or illustrations or descriptions of the Services contained in Lynx's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.</p> <p><b>2.4</b> These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, including but not limited to, those contained within the Customer's purchase order or acceptance of the Lynx Proposal, or which are implied by law, trade custom, practice or course of dealing.</p> <p><b>2.5</b> Any Lynx Proposal shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.</p> <p><b>2.6</b> All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.</p> <p><b>2.7</b> The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.</p> <p><b>3. Goods</b></p> <p><b>3.1</b> The Goods are described in the Goods Specification.</p> <p><b>3.2</b> The Customer shall indemnify Lynx against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Lynx arising out of or in connection with any claim made against Lynx for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Lynx's use of any specification supplied by the Customer. This clause 3.2 shall survive termination of the Contract.</p> <p><b>3.3</b> Lynx reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and Lynx shall notify the Customer in any such event.</p> <p><b>4. Delivery of Goods</b></p> <p><b>4.1</b> Lynx shall ensure that:</p> <p>(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all</p>
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	relevant Customer and Lynx reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and	(b)	be free from material defects in design, material and workmanship; and
		(c)	be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
	(b) it states clearly on the delivery note any requirement for the Customer to return any packaging material to Lynx. The Customer shall make any such packaging materials available for collection at such times as Lynx shall reasonably request. Returns of packaging materials shall be at Lynx's expense.	5.2	Subject to clause 5.3, if:
		(a)	the Customer gives notice in writing to Lynx during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
		(b)	Lynx is given a reasonable opportunity of examining such Goods; and
		(c)	the Customer (if asked to do so by Lynx) returns such Goods to Lynx's place of business at the Customer's cost,
4.2	Lynx shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ( <b>Delivery Location</b> ) at any time after Lynx notifies the Customer that the Goods are ready.		
4.3	Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.		
4.4	Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Lynx shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Lynx with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.	5.3	Lynx shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
4.5	If Lynx fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Lynx shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Lynx with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.		Lynx shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
4.6	If the Customer fails to accept delivery of the Goods within three Business Days of Lynx notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Lynx's failure to comply with its obligations under the Contract in respect of the Goods:	(a)	the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
	(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Lynx notified the Customer that the Goods were ready; and	(b)	the defect arises because the Customer failed to follow Lynx's oral or written instructions, or the manufacturer's instructions, as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
	(b) Lynx shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).	(c)	the defect arises as a result of Lynx following any drawing, design or specification supplied by the Customer;
4.7	If ten Business Days after the day on which Lynx notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, Lynx may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.	(d)	the Customer alters or repairs such Goods without the written consent of Lynx;
4.8	If Lynx delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, Lynx shall make a pro rata adjustment to the invoice for the Goods.	(e)	the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
4.9	Lynx 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.	(f)	the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
5.	<b>Quality of Goods</b>	5.4	Except as provided in this clause 5, Lynx shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
5.1	Lynx warrants that on delivery, and for a period of 12 months from the date of delivery or such other period as is detailed within the Lynx Proposal ( <b>Warranty Period</b> ), the Goods shall:	5.5	These Conditions shall apply to any repaired or replacement Goods supplied by Lynx.
	(a) conform in all material respects with their description;	6.	<b>Title and risk</b>
		6.1	The 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 Lynx receives payment in full (in cash or cleared funds) for the Goods.
		6.3	Until title to the Goods has passed to the Customer, the Customer shall:
		(a)	store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Lynx's property;
		(b)	not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
		(c)	maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Lynx's behalf from the date of delivery;
		(d)	notify Lynx immediately if it becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d); and

- (e) give Lynx such information as Lynx may reasonably require from time to time relating to:
- (i) the Goods; and
  - (ii) the ongoing financial position of the Customer.
- 6.4 At any time before title to the Goods passes to the Customer, Lynx may require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. Supply of Services**
- 7.1 Lynx shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 Lynx shall use all reasonable endeavours to meet any performance dates for the Services specified in the Lynx Proposal, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Lynx reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Lynx shall notify the Customer in any such event.
- 7.4 Lynx warrants to the Customer that the Services will be provided using reasonable care and skill.
- 8. Customer's obligations**
- 8.1 The Customer shall:
- (a) ensure that the terms of the Order and any information or specification it provides are complete and accurate;
  - (b) co-operate with Lynx in all matters relating to the Services;
  - (c) provide Lynx, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Lynx to provide the Services;
  - (d) provide Lynx with such information and materials as Lynx may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - (e) prepare the Customer's premises for the supply of the Services;
  - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - (g) comply with all applicable laws, including health and safety laws;
  - (h) keep all materials, equipment, documents and other property of Lynx (**Lynx Materials**) at the Customer's premises in safe custody at its own risk, maintain Lynx Materials in good condition until returned to Lynx, and not dispose of or use Lynx Materials other than in accordance with Lynx's written instructions or authorisation; and
  - (i) comply with any additional obligations as set out in the Proposal.
- 8.2 If Lynx's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, Lynx shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Lynx's performance of any of its obligations;
- (b) Lynx shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Lynx's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse Lynx on written demand for any costs or losses sustained or incurred by Lynx arising directly or indirectly from the Customer Default.
- 9. Charges and payment**
- 9.1 The price for Goods:
- (a) shall be the price set out in the Proposal; and
  - (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods.
- 9.2 The charges for Services:
- (a) shall be the charges set out in the Proposal;
  - (b) Lynx shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Lynx engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Lynx for the performance of the Services, and for the cost of any materials.
- 9.3 Lynx reserves the right to:
- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;
  - (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Lynx that is due to:
    - (i) any factor beyond the control of Lynx (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
    - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
    - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Lynx adequate or accurate information or instructions in respect of the Goods.
- 9.4 In respect of Goods, Lynx shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Lynx shall invoice the Customer on completion of the Services or in accordance with the Lynx Proposal.
- 9.5 The Customer shall pay each invoice submitted by Lynx:

<p>(a) within fourteen (14) days of the date of the invoice (or such other period as is detailed within the Proposal); and</p> <p>(b) in full and in cleared funds to a bank account nominated in writing by Lynx, and</p>	<p>12.3</p>	<p>No party shall use any 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.</p>
<p>time for payment shall be of the essence of the Contract.</p>	<p>13.</p>	<p><b>Limitation of liability</b></p>
<p>9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Lynx to the Customer, the Customer shall, on receipt of a valid VAT invoice from Lynx, pay to Lynx such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.</p>	<p>13.1</p>	<p>The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.</p>
<p>9.7 If the Customer fails to make a payment due to Lynx under the Contract by the due date, then, without limiting Lynx's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.</p>	<p>13.2</p>	<p>Nothing in the Contract limits any liability which cannot legally be limited, including liability for:</p> <p>(a) death or personal injury caused by negligence;</p> <p>(b) fraud or fraudulent misrepresentation;</p> <p>(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and</p> <p>(d) defective products under the Consumer Protection Act 1987.</p>
<p>9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).</p>	<p>13.3</p>	<p>Subject to clause 13.2, Lynx's total liability to the Customer under the Contract in shall not exceed:</p> <p>(a) the price of the Goods within the Order; or</p> <p>(b) the charges for the Services within the Order; or</p> <p>(c) the total sum payable for the Goods and Services within the Order.</p>
<p><b>10. Intellectual property rights</b></p>	<p>13.4</p>	<p>Unless otherwise stated in the Lynx Proposal, Lynx shall not be liable to the Customer for the following types of losses:</p> <p>(a) loss of profits;</p> <p>(b) loss of sales or business;</p> <p>(c) loss of agreements or contracts;</p> <p>(d) loss of anticipated savings;</p> <p>(e) loss of use or corruption of software, data or information;</p> <p>(f) loss of or damage to goodwill; and</p> <p>(g) indirect or consequential loss.</p>
<p>10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Lynx.</p>	<p>13.5</p>	<p>Lynx has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.</p>
<p>10.2 Lynx grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.</p>	<p>13.6</p>	<p>Notwithstanding any other provision of the Contract or the method of execution of the Contract by the parties, no action or proceedings shall be commenced against Lynx under or in connection with the Contract:-</p> <p>(a) regarding the Goods, after the expiry of the Warranty Period; and/or</p> <p>(b) regarding the Services, after the expiry of 12 months from the completion of any Services.</p>
<p>10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.</p>	<p>13.7</p>	<p>This clause 13 shall survive termination of the Contract.</p>
<p>10.4 The Customer grants Lynx a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Lynx for the term of the Contract for the purpose of providing the Services to the Customer.</p>	<p><b>14. Termination</b></p>	<p><b>14.1</b> Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than three (3) months' written notice.</p>
<p><b>11. Not used</b></p>	<p><b>14.2</b></p>	<p>Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:</p>
<p><b>12. Confidentiality</b></p>	<p>12.1</p>	<p>Each party undertakes that it shall not at any time during the Contract, and for a period of two (2) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.</p>
<p>12.2 Each party may disclose the other party's confidential information:</p> <p>(a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and</p> <p>(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.</p>	<p>12.2</p>	<p>Each party may disclose the other party's confidential information:</p> <p>(a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and</p> <p>(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.</p>

<p>(a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within twenty eight (28) days after receipt of notice in writing to do so;</p> <p>(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;</p> <p>(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or</p> <p>(d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.</p>	<p>party not affected may terminate the Contract by giving fourteen (14) days' written notice to the affected party.</p>
<p>14.3 Without affecting any other right or remedy available to it, Lynx may terminate the Contract with immediate effect by giving written notice to the Customer if:</p> <p>(a) the Customer fails to pay any amount due under the Contract on the due date for payment; or</p> <p>(b) there is a change of Control of the Customer.</p>	<p><b>17. General</b></p> <p><b>17.1 Assignment and other dealings</b></p> <p>(a) Lynx may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.</p> <p>(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Lynx.</p>
<p>14.4 Without affecting any other right or remedy available to it, Lynx may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Lynx if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d), or Lynx reasonably believes that the Customer is about to become subject to any of them.</p>	<p><b>17.2 Notices.</b></p> <p>(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:</p> <p style="padding-left: 20px;">(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or</p> <p style="padding-left: 20px;">(ii) sent by email.</p> <p>(b) Any notice shall be deemed to have been received:</p> <p style="padding-left: 20px;">(i) if delivered by hand, at the time the notice is left at the proper address;</p> <p style="padding-left: 20px;">(ii) 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</p> <p style="padding-left: 20px;">(iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.</p> <p>(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.</p>
<p><b>15. Consequences of termination</b></p> <p>15.1 On termination of the Contract:</p> <p>(a) the Customer shall immediately pay to Lynx all of Lynx's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, Lynx shall submit an invoice, which shall be payable by the Customer immediately on receipt;</p> <p>(b) the Customer shall return all of Lynx Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then Lynx may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.</p>	<p><b>17.3 Severance.</b> 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 or part provision of the Contract is deemed deleted under this clause 17.3, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.</p>
<p>15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.</p>	<p><b>17.4 Waiver.</b></p> <p>(a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.</p> <p>(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.</p>
<p>15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.</p>	<p><b>17.5 No partnership or agency.</b> Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.</p>
<p><b>16. Force majeure</b></p> <p>Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a <b>Force Majeure Event</b>). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for six (6) months, the</p>	<p><b>17.6 Entire agreement.</b></p> <p>(a) The Contract constitutes the entire agreement between the parties.</p>

- (b) Each party acknowledges that in entering into the Contract it does not rely on 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 or negligent misstatement based on any statement in the Contract.

**17.7 Third party rights.**

- (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

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

**17.9 Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

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