

Article 1. Definitions

- 1.1 **UNIS:** UNIS Group Ltd (company number 10255971) whose registered office is at Unit 1 Summerhouse Place, Summerhouse Road, Moulton Park Industrial Estate, Northampton, England, NN3 6GL.
- 1.2 **The Other Party:** Any natural or legal person with whom UNIS enters into an Agreement.
- 1.3 **Agreement:** The Agreement involving maintenance and/or repair and/or the sale and supply of industrial electronics.
- 1.4 **Order:** the order placed by the Other Party for the supply of Products, Repair work or Replacements in whatever format.
- 1.5 **Commencement Date:** the date on which the Agreement comes into effect in accordance with Article 3.2.
- 1.6 **Industrial Electronics:** All electronics used by the Other Party, in relation to which UNIS has done Repair work and/or replaced parts, as well as the industrial electronics sold to the Other Party by UNIS.
- 1.7 **Repair:** The Repair work carried out by UNIS on Industrial Electronics for the benefit of the Other Party, in which the aim was to get the Industrial Electronics to function correctly again.
- 1.8 **Replacement:** The replacement of parts by UNIS in order to ensure the correct functioning of the Industrial Electronics.
- 1.9 **Repair work:** Repairs and/or Replacements, done by UNIS for the benefit of the Other Party.
- 1.10 **Products:** products supplied by UNIS as set out in the Order.
- 1.11 **Defect:** a defect observed by the Other Party and established by UNIS in the Repair work carried out by UNIS and/or products supplied by UNIS.
- 1.12 **Normal use:** The use of Industrial Electronics recommended by the manufacturer of Industrial Electronics. If this is not described by the manufacturer, normal use is considered to be the use of Industrial Electronics in accordance with Good Industry Practice or how a user, acting reasonably, would use the Industrial Electronics.
- 1.13 **Good Industry Practice:** the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
- 1.14 **Warranty period:** The warranty period stated by UNIS to be applicable to the repair or the delivered product.
- 1.15 **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for non-automated business.

Article 2. General

- 2.1 Only these Terms and Conditions shall apply to all offers and/or quotations and to all Agreements concerning maintenance and/or Repair work and/or sales of Industrial Electronics by UNIS to the exclusion of any other terms that the Other Party seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing unless these are accepted expressly and in writing by UNIS.
- 2.2 If any provision or any part of any provision of these Terms and Conditions should for any reason become invalid, as a whole or in part, this shall not affect the validity of the remaining provisions of these Terms and Conditions, or of the remaining portion of the relevant provision.
- 2.3 UNIS may sub-contract any or all of its obligations under the Agreement. These Terms and Conditions shall continue to apply in any such case.
- 2.4 If UNIS does not always insist on strict compliance with the Terms and Conditions, that does not mean that these Terms and Conditions do not apply, or that UNIS would lose the right, fully or partly, to require strict compliance with the provisions of these Terms and Conditions in other cases.

Article 3. Quotations and conclusion of the Agreement

- 3.1 An Order placed by the Other Party on UNIS is an offer to purchase Industrial Electronics, Repair work or Replacements in accordance with these Terms and Conditions.
- 3.2 The Order shall only be deemed to be accepted when UNIS issues a written or electronic acceptance of the Order at which point and on which date the Agreement shall come into existence.
- 3.3 All quotations by UNIS are obligation free and non-binding on UNIS.
- 3.4 All specifications provided by UNIS with the offer, are obligation free and subject to change without prior notice; these will only become binding on UNIS once they become part of an Agreement, or as soon as UNIS has stated this in writing.
- 3.5 UNIS shall at all times have the right to refuse contracts and/or orders or to subject the execution and/or supply to further conditions.
- 3.6 In the case of Industrial Electronics sent to UNIS for Repair work, if the Other Party does not accept the quotation for the Repair work, UNIS shall be entitled to charge the Other Party for the cost of returning the Industrial Electronics.

Article 4. Performance of the Agreement

- 4.1 UNIS endeavours to carry out the Agreement with reasonable skill and care and within the time limit or limits referred to in the Agreement. UNIS ability to provide Repair work is always subject to the availability of Replacement parts. If (timely) execution should prove not to be possible, UNIS will inform the Other Party as soon as possible. Time shall not be of the essence of the Agreement and UNIS will not be in default by the mere expiry of the time limit or limits referred to in the Agreement.
- 4.2 Should performance of the Agreement prove to be impossible, UNIS shall be entitled to terminate the Agreement without liability to the Other Party. In any such case, the Other Party shall not owe UNIS any fee, and costs incurred by UNIS shall be borne by UNIS, with the exception of emergency call-out charges.
- 4.3 If UNIS' performance of any of its obligations under the Agreement is

prevented or delayed by any act or omission of the Other Party or failure by the Other Party to perform any relevant obligation (a "Customer Default"):

- a. Without limiting or affecting any other right or remedy available to it, UNIS shall have the right to suspend the Repair work until the Other Party remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligation in each case to the extent the Customer Default prevents or delays UNIS' performance of any of its obligations;
 - b. UNIS shall not be liable for any costs or losses sustained or incurred by the Other Party arising directly or indirectly from UNIS' failure or delay to perform any of its obligations as set out in this Article 4.3; and
 - c. The Other Party shall reimburse UNIS on written demand for any costs or losses sustained or incurred by UNIS arising directly or indirectly from the Customer Default.
- 4.4 UNIS is not obliged to follow the instructions of the Other Party in relation to the performance of its services. This applies in particular, but not exclusively, to instructions that would amend or supplement the content or scope of the agreed services. If, however, UNIS should act in accordance with such instructions, the Other Party shall reimburse UNIS the cost of such related work in accordance with UNIS' then current rates.

Article 5. Prices

- 5.1 All UNIS prices quoted in relation to Products or Repair work are, unless expressly stated otherwise and/or agreed, expressed in pounds sterling and exclude VAT.
- 5.2 Unless agreed otherwise, UNIS will charge its then current prices for the Products sold by UNIS, and the Repair work carried out by UNIS.
- 5.3 Unless agreed otherwise, UNIS will charge a fixed price for Repairs. If this fixed price is deviated from, UNIS will charge its usual prices in arrears (based on actual hours worked and materials used).
- 5.4 In case of urgent orders, UNIS will charge emergency fees in addition to its current price.
- 5.5 UNIS has the right to alter all prices quoted for Products or Repair work at any time. Obvious errors, manipulations or mistakes (like obvious inaccuracies) may also be amended by UNIS after the conclusion of the Agreement.
- 5.6 In case of cost increases between the Commencement Date and the fulfilment of the Agreement, and regardless of the foreseeability of such cost increases, UNIS reserves the right to increase the price chargeable to the Other Party to reflect the cost increase. Cost increases include, but are not limited to, cost increases arising from increases or changes in wages, expenses, taxes, duties, fees, freight, levies, prices for raw materials and energy, as well as exchange rate fluctuations, increases in the fees charged by the suppliers or legislative changes.
- 5.7 Except to the extent that the price increase is the result of a statutory provision, the Other Party has the right to cancel the Agreement in relation to any outstanding services or Products to be supplied within five days of the date on which UNIS informed it of a price increase in accordance with Article 5.6.
- 5.8 If the performance of the Agreement by UNIS takes more time or incurs more costs than could reasonably be expected, because more expensive parts are needed for the Repair or if the Other Party has supplied incorrect information or has made changes to the Agreement after Commencement Date, UNIS shall be entitled to increase the agreed price by a reasonable amount.
- 5.9 The Agreement entitles UNIS to charge separately for additional work done by UNIS not included in the Agreement.

Article 6. Payment

- 6.1 UNIS is entitled to invoice during the term of the Agreement. In addition, UNIS is entitled to require a deposit or prepayment of the (expected) price at the Commencement Date. The Other Party cannot assert any right regarding the performance of the Agreement before any required advance payment has been made.
- 6.2 Payment of the invoices sent by UNIS must be made within thirty days after the invoice date, unless specified otherwise on the invoice, or expressly agreed otherwise. Time for payment shall be of the essence of the Agreement.
- 6.3 The Other Party is obliged to report inaccuracies in provided or listed payment data to UNIS without delay.
- 6.4 If the Other Party fails to pay any amount due by him in time, he shall legally be in default without further notice of default being required, and he shall owe interest at the rate of 4% per 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%, on the invoice amount, with effect from the date on which he is in default until the moment of payment of the full amount.
- 6.5 Payments by or on behalf of the Other Party shall be apportioned by UNIS against outstanding debts due from the Other Party as UNIS shall in its sole discretion see fit.
- 6.6 All amounts due under the Agreement 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).
- 6.7 The cardholder of a credit card transaction is immediately charged for the payment.

Article 7. Delivery and risk

- 7.1 Delivery of the Products shall take place as the goods leave the UNIS factory or the warehouse; or, if it is agreed that the Products are to be collected, at the time when the Other Party is informed that Products are ready for collection by UNIS. Unless agreed otherwise, deliveries via the online store will be made in accordance with the Incoterms "Delivered At Place" (DAP) (Incoterms 2020) to the delivery address provided by the Buyer.

- 7.2 Risk in the Products passes to the Other Party on delivery unless expressly agreed otherwise.
- 7.3 UNIS is entitled to charge shipping costs to the Other Party, as a whole or in part. Shipping costs for urgent deliveries are entirely accountable to the Other Party.
- 7.4 UNIS shall determine the shipping method to meet its delivery obligations. If the Other Party gives specific instructions as to the method of shipment, compliance with this shall be entirely at the risk and expense of the Other Party.
- 7.5 If the Other Party fails to take or accept delivery of the Products within 8 days of UNIS notifying the Other Party that the Products are ready then, except where such failure or delay is caused by force majeure (as defined in Article 15.2):
 - a. Delivery of the Products shall be deemed to have been completed at 9am on the third day after the day on which UNIS notified the Other Party that the Products were ready; and
 - b. UNIS shall store the Products until delivery takes place and shall charge the Other Party for all related storage costs and expenses (including insurance).
- 7.6 If 10 days after UNIS notified the Other Party that the Products were ready for delivery the Other Party has not taken or accepted delivery of them, UNIS may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to the Other Party for any excess over the price or charge the Other Party for any shortfall below the price of the Products.

Article 8. Exchange

- 8.1 At the request of and/or in consultation with the Other Party, UNIS can forward an overhauled part to the Other Party to replace a defective part of the Other Party. UNIS will in principle charge the usual selling price of the part. After receipt of the defective part from the Other Party, UNIS shall credit the Other Party with the difference between the sales price of the replacement part and the exchange price of the defective part (hereinafter referred to as the Exchange correction).
- 8.2 The Other Party is entitled to the Exchange correction if the defective part is returned to UNIS within one month of the Commencement Date, and the defective part can reasonably be repaired by UNIS, at UNIS's discretion.
- 8.3 The exchanged defective parts become the property of UNIS. The delivery of the defective part to the locations designated by UNIS shall be binding and decisive for the transfer of ownership.
- 8.4 In submitting a defective part, the Other Party declares that it owns the defective part free of all charges, liens or other third party claims and that the Other Party is entitled to have the defective part.
- 8.5 The extent to which a defective part is repairable shall be determined by UNIS in its sole discretion.
- 8.6 UNIS can decide not to repair a defective part and simply send a replacement part. In that case, UNIS shall only charge the repair price of the defective part. This decision is entirely at UNIS's discretion.

Article 9. Complaints

- 9.1 The Other Party shall examine Products, delivered or repaired by UNIS, and any Repair work immediately after delivery.
- 9.2 With externally observable defects or damage to the packaging and/or related products, the Other Party should inform UNIS of the nature and extent of the damage in writing and the reason, within 10 days after delivery. Immaterial deviations in design, such as small colour differences, or small material defects such as scratches, shall never form the basis of a complaint.
- 9.3 Complaints concerning defects that are not externally observable, must be made to UNIS in writing, within 10 days after discovery, but at least before expiry of the applicable warranty period.
- 9.4 If the Other Party does not submit a complaint within the applicable time limit or in the required manner, the Products and/or Repair work shall be deemed to be accepted and approved unconditionally by the Other Party, and any claim against UNIS will be void.
- 9.5 A complaint concerning a specific delivery or manner of service shall never postpone the payment obligations of the Other Party.
- 9.6 If it should transpire that a complaint was unfounded, the resulting costs, including the inspection costs on the part of UNIS and the shipping costs, shall all be borne by the Other Party.

Article 10. Warranty

- 10.1 During the Warranty period, UNIS guarantees the Products and the Repair work carried out by it. If the Other Party should be of the opinion that there is a defect in the Products delivered or Repair work carried out by UNIS, the Other Party shall inform UNIS in accordance with the provisions of Article 9.1 to 9.6.
- 10.2 The Other Party shall, after consultation with UNIS, send the defective Products to UNIS for inspection, at its own expense, otherwise UNIS shall have no liability under the warranty.
- 10.3 UNIS's warranty obligation includes the repair of the defects or the replacement of defective parts or Products; repeating services; or the total or partial cancellation of the Agreement and pro rata crediting. The action to be taken shall be at UNIS's sole discretion. UNIS has the right to go back to a previously made decision.
- 10.4 The warranty only applies in respect of Repair work if the defects are solely or predominantly caused by errors made by UNIS during the performed repairs.
- 10.5 The warranty on parts that are not manufactured or not repaired by UNIS, is limited to the warranty which UNIS obtains from its subcontractor or processor, or to the manufacturer's warranty.
- 10.6 Small imperfections or damage, such as small colour differences or scratches

that do not affect the functional properties of the defective Products, do not fall under the warranty.

- 10.7 Every entitlement to the warranty expires:
 - a. If it is plausible that a defect was caused by the careless or improper way in which the Other Party has handled the Product;
 - b. If repairs were carried out by the Other Party or third parties and/or additional or replacement parts were mounted or changes have been made to the Industrial Electronics;
 - c. If instructions and guidelines for maintenance, use, installation etc, given by the manufacturer, supplier and/or UNIS, have not been respected correctly or timely by the Other Party; or
 - d. If the Other Party makes any further use of the Products after giving a notice in accordance with Article 9.
- 10.8 No right to a warranty exists:
 - a. when the defect is the result of wear and tear under normal use;
 - b. If the defect is caused by incorrect adjustments, incorrect parameter settings or by malicious software or firmware;
 - c. If the defect is the result of climatic influences, such as (but not limited to) lightning, water damage, pollution, corrosion, gases and vapours;
 - d. In case of glass breakage, screen breakage or a similar situation;
 - e. In case of damages caused by normal wear and tear, such as (but not limited to) touch screens and other controllable parts of the Industrial Electronics, as well as fans and other mechanical components.
- 10.9 The warranty and any liability of UNIS shall never cover:
 - a. Compensation for damage caused by the breakage or malfunction of components of the Industrial Electronics;
 - b. Compensation for damage to cables, connectors, batteries and other consequential damage to similar products;
 - c. Compensation for damage caused by loss of software and data as a result of the repair work;
 - d. Compensation for damage caused by or as a result of the provisions of Article 10.7 and 10.8.
- 10.10 A warranty claim honoured by UNIS does not imply that UNIS accepted liability for damage suffered. Article 13 is fully applicable during the warranty period.

Article 11. Retention of title

- 11.1 All Products supplied by UNIS remain the property of UNIS right up to the moment of full payment of all sums owed to UNIS under the Agreement (or Agreements) with the Other Party. This includes interest and costs and claims due to failure of the Other Party in its compliance with the Agreement. In addition, ownership will only pass to the Other Party when it has also paid all claims by UNIS based on other supplies or repairs.
- 11.2 The Other Party is obliged:
 - a. to store the Products separately and to clearly mark them as being UNIS's property. If the Other Party fails to comply with this obligation, it is understood that all goods of the kind made available or delivered by UNIS, which are present at the Other Party's premises, belong to UNIS;
 - b. to keep Products delivered by UNIS insured against the usual hazards (including fire, explosion, water damage and theft). All claims of the Other Party on its insurer (or insurers) will be pledged to UNIS by the Other Party as multiple security for UNIS's claims on the Other Party, as soon as UNIS informs the Other Party that this is required;
 - c. to maintain the Products in a satisfactory condition;
 - d. to notify UNIS immediately if it becomes subject to any of the events or circumstances listed in Article 14.1; and
 - e. to give to UNIS such information relating to the Products as UNIS may require from time to time.
- 11.3 The Other Party, outside its normal operations, is not entitled to dispose of Products falling under the retention of title, to part with possession of the Products, to pledge or otherwise encumber the Products for the benefit of third parties, as a whole or in part.
- 11.4 If there is any infringement of this Article 11, all sums payable to UNIS by the Other Party, regardless of the payment terms, shall immediately become payable in full.
- 11.5 UNIS is irrevocably authorised by the Other Party to enter upon the Other Party's premises or those of any third party where the Products may be stored and take back the Products delivered under retention of title, without any judicial intervention, summons and/or notice.
- 11.6 The Agreement is not terminated by the repossession by UNIS, unless UNIS informs the Other Party to this effect.
- 11.7 In case of resale, the Other Party assigns all rights arising from any such sale in relation to the collection of claims in its own name to UNIS, at the conclusion of the Agreement.
- 11.8 In case of seizure, (temporary) suspension of payments or bankruptcy (or, where appropriate, application of the legislation on debt restructuring for natural persons) the Other Party shall immediately inform the executing bailiff, administrator or curator of UNIS's (proprietary) rights.

Article 12. Termination of the Agreement

- 12.1 The Other Party shall not be entitled to cancel the Agreement without the prior agreement of UNIS.
- 12.2 If the Other Party has already received deliveries or services at the time of the termination of the Agreement, the performance and the related payment obligation shall not be affected. In addition, the Other Party shall be obliged to accept parts and/or materials already ordered by UNIS. In such a case, by way of liquidated damages, UNIS shall also be entitled to require the Other Party to reimburse the profits lost by UNIS which would otherwise have arisen on fulfilment of the Agreement.

Article 13. Liability

- 13.1 Nothing in the Agreement shall limit or exclude UNIS' liability for:
- Death or personal injury caused by UNIS' negligence or the negligence of its employees, agents or subcontractors;
 - Fraud or fraudulent misrepresentation;
 - Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - Defective products under the Consumer Protection Act 1987.
- 13.2 Subject to Article 13.1 UNIS shall have no liability to the Other Party other than to comply with its warranty obligations (as described in Article 10).
- 13.3 In addition, subject to Article 13.1, UNIS shall not be liable for damage to (parts of) the Industrial Electronics due to:
- Incorrect adjustment, misuse, intent or serious negligence on the part of the Other Party;
 - Normal wear and tear;
 - Late replacement of parts and/or overdue maintenance;
 - Climatic influences, such as (but not limited to) lightning, water damage, pollution, corrosion, gases and vapours.
- 13.4 Subject to Article 13.1, UNIS shall not be liable to the Other Party, whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising under or in connection with the Agreement for:
- Loss or profits;
 - Loss of sales or business;
 - Loss of agreements or contracts;
 - Loss of anticipated savings;
 - Loss of use or corruption of software, data or information;
 - Loss of or damage to goodwill; and
 - Any indirect or consequential loss.
- 13.5 Subject to Article 13.1, if UNIS should be liable for any damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Agreement, liability shall be limited to a maximum of the invoice amount of the relevant Products and/or services.
- 13.6 Without prejudice to the limitation and exclusion of liability as stated already, UNIS's liability in all cases, regardless of the basis for the liability, shall be limited to the amount for which actual coverage exists under its liability insurance.
- 13.7 The terms implied by sections 13-15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.
- 13.8 The Other Party hereby indemnifies UNIS and its staff in respect of all claims by third parties and all the related financial implications associated with the Agreement, including infringement of patents, trademarks or rights of use, trade models and/or other rights of third parties, unless there is intent or gross negligence on the part of UNIS.
- 13.9 Pursuant to this article, UNIS shall be free to decide whether it will offer the Other Party replacement compensation or whether it will proceed with replacement or repair.

Article 14. Suspension and termination of the Agreement by UNIS

- 14.1 UNIS may either suspend the execution of the Agreement for a period not exceeding six months, or terminate the Agreement as a whole or in part without notice and without judicial intervention, without being held liable to pay any compensation or guarantee and without prejudice to its other rights, in the following cases:
- If the Other Party does not comply, complies late or unsatisfactorily with any of its obligations under the Agreement or a related Agreement with UNIS;
 - If there are good reasons to fear that the Other Party is not or will not be able to meet its obligations to UNIS and has not complied with a written summons by UNIS within the stated period;
 - If, at the conclusion of the Agreement, the Other Party has been asked to provide collateral for the fulfilment of its obligations resulting from the Agreement, and this collateral is not provided or insufficient;
 - The Other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 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
 - The Other Party's financial position deteriorates to such an extent that in UNIS' opinion the Other Party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- During the suspension, UNIS is entitled and at the end thereof, obliged to opt for either execution or complete or partial dissolution of the suspended Agreement.
- 14.2 In the event of suspension or dissolution, the agreed price becomes immediately due and payable, less the terms already complied with, and of the costs saved by UNIS as a result of the suspension.

Article 15. Force Majeure

- 15.1 In case of force majeure, UNIS is entitled – at its discretion – to either suspend the execution of the Agreement for the duration of the force majeure, or to dissolve the Agreement, as a whole or in part, without judicial

intervention and without UNIS being liable for any compensation. During the suspension, UNIS is entitled and at the end thereof, obliged to opt for either execution or complete or partial dissolution of the Agreement.

- 15.2 Force majeure means any circumstance beyond UNIS's reasonable control – even though this was foreseeable already at the time of the conclusion of the Agreement – that prevents the performance of the Agreement, either permanently or temporarily or objectionable, as well as, as far as not already understood, war, strike, accidents, flood, short supply of material, equipment, work materials, lack of work forces and other similar events and/or serious disturbances in UNIS's company or that of one of its suppliers. All this applies regardless of whether the circumstances which cause the force majeure occur in the United Kingdom or in another country.

Article 16. Expiry

- 16.1 Any right of action against UNIS and third parties involved by UNIS in the implementation of the Agreement, and based on facts that would justify the assertion that the delivered Products or service did not comply with the Agreement, shall in any case expire after one year after the defect was established.

Article 17. Intellectual property

All (information contained in) quotations, designs, equipment, models, tools, pictures, software, drawings etc. and the related rights of industrial and intellectual property or the equivalent rights are and remain the property of UNIS, even though the Other Party will be charged for the manufacture thereof. The Other Party will ensure that such items will not, in whole or in part, be copied, passed on to third parties or made available for inspection, or that the contents of such items will not be disclosed to third parties, unless prior written permission has been granted by UNIS.

- 17.1 The Other Party shall only obtain the usage rights associated with these Terms and Conditions and expressly granted by the law. The licence granted to the Other Party is non-exclusive, non-transferable and not sub-licensable.
- 17.2 UNIS in no way guarantees that the Products or services delivered to the Other Party will not infringe any intellectual and/or industrial property right of third parties.

Article 18. Assignment and other dealings

- 18.1 UNIS may at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.
- 18.2 The Other Party shall not any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

Article 19. Notices

- 19.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address set out in previous correspondence between the parties.
- 19.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery services: at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or by email, at 9.00 am on the next Business Day after transmission.
- 19.3 This Article does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

Article 20. No partnership or agency

- 20.1 Nothing in the agreement is intended to, or shall be deemed to, establish any partnership or joint venture between UNIS and the Other Party, 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.

Article 21. Third Party Rights

- 21.1 Save for any other member of the UNIS Group, the Agreement does not give rise to any rights under The Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

Article 22. Applicable law and disputes

- 22.1 Except as set out in these Terms and Conditions, no variation of the Agreement shall be effective unless it is agreed in writing and signed by UNIS and the Other Party (or their authorised representatives).
- 22.2 **Governing law.** The Agreement 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.
- 22.3 **Jurisdiction.** UNIS and the Other Party irrevocably agree 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 Agreement or its subject matter or formation.