

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS & SERVICES

1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

- "Client" the person(s), firm or company from whom an order to supply Goods or Services is received by TET;
- "Client Equipment" any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services;
- "Client Materials" any documents or other materials and any data or other information provided by the Client relating to the Goods and or Services;
- "Conditions" the standard terms and conditions of sale as set out in this document;
- "Contract" the contract between TET and the Client for the sale and purchase of specific Goods and/or Services;
- "Delivery Point" the place where delivery of the Goods is to take place under Condition 4.1;
- "Goods" any goods agreed in the Contract to be supplied to the Client by TET (including any part or parts of them);
- "In-put Material" all Documents, information and materials required by TET to be provided by the Client relating to the Services including (without limitation), computer programs, data, reports and specifications;
- "Services" means installation, support and any other services including the provision of software created by TET supplied to the Client by TET;
- "Supplier" any supplier of Goods or Services to TET.
- "TET" TET LIMITED incorporated and registered in England and Wales with company number 01923808 whose registered office is at Unit D9, Friarsgate Business Park, 7 Whitby Avenue, Park Royal, London, NW10 7SE;
- "TET Equipment" any equipment including tools, systems, cabling or facilities provided by TET or its subcontractors and used directly or indirectly in supply of the Services.
- "TET Materials" any documents, specifications, designs or other materials, and any data or other information provided by TET relating to the Goods and/or Services;

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under Condition 2.3 the Contract will be on these Conditions (and, without prejudice to the other provisions of this Condition 2, any signature by the Client of these Conditions, or any document referencing them, shall constitute acceptance of these Conditions, including any amendments to them issued by TET or published on its website from time to time) to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, acceptance of a quotation, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Client's purchase order,

confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all TET's sales of Goods and Services and any variation to these Conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a Director of TET.

2.4 Each order for Goods and/or Services by the Client from TET shall be deemed to be an offer by the Client to purchase Goods and/or acquire Services subject to these Conditions and no order shall be accepted until TET either expressly by giving notice of acceptance, or implicitly by fulfilling the order, or in the case of Services commencing performance of those Services in whole or in part, accepts the offer.

2.5 The Client must ensure that the terms of its order and any applicable specification are complete and accurate.

2.6 Quotations are given by TET on the basis that no contracts shall come into existence except in accordance with condition 2.4. Any quotation is valid for a period of 30 days only from its date, provided that TET has not previously withdrawn it.

3. DESCRIPTION

3.1 The description of the Goods and/or Services shall be as set out in TET's quotation or where applicable any project plan or proposal provided or agreed by TET.

3.2 All drawings, descriptive matter, specifications and advertising issued by TET and any descriptions or illustrations contained in TET's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They will not form part of this Contract.

3.3 Any exhibiting to and/or inspection by the Client of a sample of the Goods is solely to enable the Client to judge for itself the quality of the Goods and shall not constitute a sale by sample.

4. DELIVERY OF GOODS

4.1 The Goods shall be delivered to the Client's place of business or at such other place of delivery as agreed in writing prior to delivery of the Goods.

4.2 Any dates specified by TET for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

4.3 If for any reason the Client will not accept delivery of any of the Goods when they are ready for delivery and TET has notified the Client of the delivery date, or TET is unable to deliver the Goods on time because the Client has not provided appropriate instructions, information documents, licences or authorisations:

4.3.1 risk in the Goods will pass to the Client;

4.3.2 the Goods will be deemed to have been delivered; and

4.3.3 TET may store the Goods until delivery whereupon the Client will be liable for all related costs and expenses (including without limitation storage and insurance).

4.4 The Client will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for unloading the Goods.

4.5 TET may deliver the Goods by instalments and each instalment shall be treated as a separate Contract so that failure to deliver or defect in one or more instalment shall not entitle the Client to reject the other instalments.

- 4.6 If Goods are damaged in transit this must be recorded in writing at the time the Goods are received and the Client must notify the carrier and TET within 2 days of receipt. TET shall have no liability in respect of Goods which are signed for as received in 'Good Condition'. All Packaging and contents must be held for inspection.
- 4.7 In the event Goods are not received by the Client within 6 days of the date of the invoice the Client must immediately inform the carrier and TET in writing.
5. **NON-DELIVERY**
- 5.1 TET shall not be liable for any non-delivery of Goods unless written notice is given to TET within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 5.2 Any liability of TET for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the *pro rata* Contract rate against any invoice raised for such Goods.
6. **DELIVERY OF SERVICES**
- 6.1 The Services shall be performed at the Client's place of business or at such other place of performance of the Services as is agreed in writing prior to the performance of the Services.
- 6.2 TET shall use reasonable endeavours to meet any performance dates specified in the quotation, any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 6.3 TET shall use reasonable endeavours to observe all health and safety rules and regulations, and any reasonable security requirements that apply at the Client's premises and that have been communicated to it under condition 7.1.5, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.
- 6.4 The Client shall be liable to pay to TET, on demand, all reasonable costs, charges or losses sustained or incurred by TET (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract (Default), subject to TET confirming such costs, charges and losses to the Client in writing, and TET shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly any Default.
7. **CLIENT'S OBLIGATIONS**
- 7.1 The Client shall:
- 7.1.1 co-operate with TET in all matters relating to the Services;
- 7.1.2 provide TET, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Client's premises, systems, data and other facilities as required by TET;
- 7.1.3 provide to TET, in a timely manner, such Input Material and other information as TET may require and ensure that it is accurate and complete in all material respects;
- 7.1.4 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services in accordance with and as required by all applicable laws, before and during the supply of the Services at those premises, and informing TET of all of the Client's obligations and actions under this condition 7.1.4;
- 7.1.5 inform TET in writing of all health and safety rules and regulations and any reasonable security requirements that apply at the Client's premises reasonably in advance so as
- to enable TET to take any measures necessary to comply with such requirements;
- 7.1.6 ensure that all Client Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
- 7.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of TET's Equipment, the use of Input Material and the use of Client Equipment in relation to TET's Equipment, in all cases before the date on which the Services are to start;
- 7.1.8 keep, maintain and insure TET's Equipment in good condition OR in accordance with TET's instructions as notified in writing from time to time, and shall not dispose of or use TET's Equipment other than in accordance with TET's written instructions or authorisation; and
- 7.2 The Client shall not, without the prior written consent of TET, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services OR termination of the Contract, solicit or entice away from TET (other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of TET) or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of TET in the provision of the Services.
- 7.3 Any consent given by TET in accordance with condition 7.2 shall be subject to the Client paying to TET a sum equivalent to 110% of the then current annual remuneration and all emoluments of TET's employee, consultant or subcontractor or, if higher, 110% of the annual remuneration and all emoluments to be paid by the Client to that employee, consultant or subcontractor.
8. **CONFIDENTIALITY AND TET PROPERTY**
- 8.1 Each party shall at all times keep in strict confidence all confidential information of the other party which has been disclosed to them by the other party (or its employees, agents, consultants or subcontractors) whether before or after the date of the Contract, and shall not use such information except for the purposes of exercising or performing its rights and obligations under or in connection with the Contract (Permitted Purpose). A party's confidential information includes its technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and any other confidential information concerning the other party's business or its products (including, in the case of TET, its pricing information).
- 8.2 Each party may disclose such information:
- 8.2.1 to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the Permitted Purpose; and
- 8.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 8.3 Each party shall ensure that anyone to whom it discloses such information comply with this condition 8.
9. **RISK AND TITLE**
- 9.1 The Goods are at the risk of the Client from the time of delivery.
- 9.2 Ownership of the Goods shall not pass to the Client until TET has received in full (in cash or cleared funds) all sums due to it in respect of:
- 9.2.1 the Goods; and
- 9.2.2 all other sums which are or which become due to TET from the Client on any account.
- 9.3 Until ownership of the Goods has passed to the Client, the Client must:

- 9.3.1 hold the Goods on a fiduciary basis as TET's bailee;
- 9.3.2 store the Goods (at no cost to TET) separately from all other goods of the Client or any third party in such a way that they remain readily identifiable as TET's property;
- 9.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 9.3.4 maintain the Goods in satisfactory condition insured on TET's behalf for their full price against all risks to the reasonable satisfaction of TET. On request the Client shall produce the policy of insurance to TET; and
- 9.3.5 hold the proceeds of the insurance referred to in Condition 9.3.4 on trust for TET and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 9.4 The Client's right to possession of the Goods shall terminate immediately if:
- 9.4.1 the Client goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors, enters administration or suffers any other insolvency related event; or
- 9.4.2 the Client suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between TET and the Client, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Client ceases to trade; or
- 9.4.3 the Client encumbers or in any way charges any of the Goods.
- 9.5 TET shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from TET.
- 9.6 The Client grants TET, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
10. **PRICE**
- 10.1 Unless otherwise agreed by TET in writing the price for the Goods and/or Services shall be the price set out in TET's quotation.
- 10.2 The price for the Goods shall be exclusive of any value added tax, import or export duties, and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Client will pay in addition when it is due to pay for the Goods.
- 10.3 TET shall endeavour to ensure the accuracy of the prices quoted to the Client but TET shall have no liability to the Client for any errors or omissions in relation to the price of the Goods and/or Services and all prices are subject to alteration without notice to the Client. TET reserves the right to increase its prices where at the request of the Client TET suspends delivery of the Goods and/or the performance of the Services.
11. **PAYMENT**
- 11.1 Payment of the price for the Goods and/or Services is due and payable no later than 30 days from the date of the invoice.
- 11.2 Time for payment shall be of the essence. Payment shall be in pounds sterling (unless agreed otherwise in writing).
- 11.3 No payment shall be deemed to have been received until TET has received cleared funds.
- 11.4 All payments payable to TET under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 11.5 The Client shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or
- otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by TET to the Client.
- 11.6 TET reserves the right to claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- 11.7 If the Client fails to pay any sum due, TET may without prejudice to any other right or remedy interrupt, suspend, or cancel delivery of the Goods and/or performance of the Services to the Client. Such interruption, suspension or termination does not relieve the Client from paying any amount overdue and payable under the Contract.
- 11.8 TET may in its absolute discretion assign to any third party any debt outstanding and due from the Client without reference to the Client.
12. **WARRANTIES**
- 12.1 TET warrants that the Services will be carried out by appropriately qualified and trained personnel, in a competent and professional manner with reasonable skill and care, to such standard of quality as it is reasonable for the Client to expect in all circumstances.
- 12.2 TET warrants that on delivery the Goods shall be fit for the purpose which the Client has made known in writing to TET prior to their order, shall be of merchantable quality and shall correspond with the descriptions with which they are sold.
- 12.3 The Client does not rely on any representation, warranty or other provision except as expressly provided in this Contract and any conditions, warranties or other terms implied by statute or common law are excluded from this Contract to the fullest extent permitted by law.
- 12.4 Where TET is not the manufacturer of the Goods and the Goods are purchased from a Supplier for the resale to the Client, notwithstanding any other condition of these terms, TET gives no warranty to the Client as to the quality of the Goods or fitness for purposes or otherwise but shall where possible endeavour to transfer to the Client the benefit of any warranty or guarantee given to TET from the relevant Supplier. TET shall not, unless specified in its quotation or as part of any configuration services it is to carry out, inspect or unbox any Goods which it is not the manufacturer of.
- 12.5 The Client must comply with the terms of the Supplier's software licences and shall be liable to TET for any losses, damages, costs and liabilities TET suffers in relation to any claim arising from the Client's breach of such licences.
- 12.6 TET shall not be liable for any breach of the above warranties:
- 12.6.1 unless the Client has paid to TET all monies payable on or by the date stipulated for payment;
- 12.6.2 unless the Client gives written notice of the non-compliance or alleged defect within one week of discovery of the non-compliance or defect or the date when such problems ought reasonably to have been discovered and in any event before the expiration of any applicable warranty period;
- 12.6.3 if the Goods have been modified, altered or otherwise tampered with in any way other than by a duly authorised representative of TET, or any operating manuals or other instructions have not been complied with;
- 12.6.4 if the Goods have been subjected to misuse, neglect, carelessness, lack of maintenance, vandalism or other commotion, disturbance of whatever nature affecting the Goods directly or indirectly; and
- 12.6.5 if and to the extent that the Goods have been produced from designs or specifications produced by or on behalf of the Client.
- 12.7 If a warranty claim shall arise, TET will at its option and expense either:

- 12.7.1 replace the non-complying or defective Goods as soon as reasonably practicable using such materials as it shall think fit subject to their being of a quality and type commensurate with those supplied under the Contract; or
- 12.7.2 take back the non-complying or defective Goods and refund the appropriate part of the Contract price.
- 12.8 Performance of either of the above options shall constitute discharge of TET's entire liability under the warranties.
13. **RETURNS**
- 13.1 The return of Goods (for credit or otherwise) shall be at the sole discretion of TET and will only be accepted if the Goods are returned in their original packaging, as new with any manuals, software and accompanied by a Return Number. This should be clearly written on the outside of the box containing the Goods. Requests for Return Numbers should be made by telephone to the Services Department stating the relevant invoice number. TET reserves the right not to issue a Returns Number if the Client is at fault. The Client is responsible for the costs of returning the Goods to TET.
- 13.2 All returns will be subject to a re-stocking fee of 10% plus VAT except when the Goods are ordered and obtained specifically as per Client order in which case a re-stocking fee of 25% plus VAT will apply.
14. **CANCELLATIONS**
- 14.1 The Client may cancel or reschedule any order for Goods and/or Services or any part provided that it reimburses TET for any loss of profit and all costs, charges and expenses incurred or committed to by TET in respect of the Goods and/or Services or any part thereof up to the date of receipt by TET of written notification of cancellation or rescheduling from the Client. Cancellation or rescheduling of an order is subject to a minimum of 6% of the total value of the cancelled order (which amount the Client agrees represents a genuine estimate of TET's administrative costs and third party charges).
15. **LIMITATION OF LIABILITY**
- 15.1 The provisions of this Condition 15 set out the entire financial liability of TET (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- 15.1.1 any breach of these Conditions; and
- 15.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 15.2 Nothing in these Conditions excludes or limits the liability of TET for death or personal injury caused by TET's negligence or for fraudulent misrepresentation or any other liability which cannot lawfully be excluded or limited.
- 15.3 Subject to Condition 15.2:
- 15.3.1 TET's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the specific Contract for the Goods giving rise to the event causing loss or damage shall be limited to the purchase price of those Goods pursuant to the Contract; and
- 15.3.2 TET's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the specific Contract for the Services giving rise to the event causing loss or damage shall be limited to the purchase price of those Services pursuant to the Contract; and
- 15.3.3 TET shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
16. **INTELLECTUAL PROPERTY**
- 16.1 The property and any copyright or other intellectual property rights in:-
- 16.1.1 any Client Materials shall belong to the Client;
- 16.1.2 any TET Materials shall, unless otherwise agreed in writing between the Client and TET, belong to TET, subject only to a licence in favour of the Client to use TET Materials for the purposes of receiving the Goods and/or Services.
- 16.2 Where Goods are made or adapted in accordance with the Client's specifications the Client shall indemnify TET against all costs, claims and/or expenses incurred by TET in respect of the infringement or alleged infringement by such Goods of any patents, registered designs, trademarks or other rights belonging to third parties.
17. **FORCE MAJEURE**
- 17.1 TET reserves the right to defer the date of delivery or provision of Services or to cancel the Contract or reduce the volume of the Goods ordered by the Client (without liability to the Client) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of TET including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable Goods or materials Provided that, if the event in question continues for a continuous period in excess of 180 days, either party shall be entitled to give immediate notice in writing to the other to terminate the Contract.
18. **DATA PROTECTION**
- 18.1 The parties undertake to comply with Data Protection Law (being, (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018) in so far as the same relates to the provisions and obligations of the Contract.
- 18.2 Any terms or words defined in Data Protection Law and used in a provision of this clause 18 shall, for the purposes of that provision, have the meaning set out in Data Protection Law. This clause 18 shall be read in accordance with Data Protection Law, and in the event that any term, condition or provision of this clause 18 is deemed invalid, unlawful, unenforceable or non-compliant with Data Protection Law to any extent, it shall be deemed modified to the minimum extent necessary to make it valid, legal, enforceable and compliant under Data Protection Law whilst maintaining the original intention of the Contract.
- 18.3 To the extent that TET acts as a data processor on behalf of the Client, the Client shall provide, in writing, details of the processing to be undertaken by TET, to be appended to the relevant Contract, as required by Data Protection Law.
- 18.4 TET shall, where the Client is a controller subject to Data Protection Law and TET acts as a data processor on behalf of the Client, or where required by Data Protection Law, in relation to any personal data processed in that context:
- 18.4.1 process that personal data only on the documented instructions of the Client (and the Client hereby instructs TET to process that personal data as required to perform its obligations under the Contract) unless TET is

otherwise required by Applicable Law (being the laws of England and Wales or of any member of the European Union or the laws of the European Union applicable to TET) to process personal data (in which case TET shall notify the Client of this before performing the processing required by Applicable Law unless Applicable Law prohibits TET from so notifying the Client on important grounds of public interest);

- 18.4.2 only appoint sub-processors as permitted under the Contract;
 - 18.4.3 ensure that it has in place appropriate technical and organisational measures as required by Data Protection Law;
 - 18.4.4 ensure that all its personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - 18.4.5 not transfer any personal data outside of the Permitted Territory (being the European Union and the UK) unless it does so in accordance with Data Protection Law (and the Client hereby authorises TET to enter into such model clauses as may be required or provided for by Data Protection Law on its behalf) and the prior written authorisation of the Client has been obtained or such transfer is on the written instructions of the Client (and the Client hereby instructs and authorises TET to transfer personal data outside the Permitted Territory where required for the provision of the Services, including but not limited to where personal data is accessed by or on behalf of the Client from outside the Permitted Territory, and where an authorised sub-processor is located or stores or accesses personal data outside the Permitted Territory);
 - 18.4.6 taking into account the nature of the processing, assist the Client, at the Client's cost, in responding to any request from a data subject (insofar as this is possible) and in ensuring compliance with the Client's obligations under Data Protection Law with respect to (taking into account the information available to TET) security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 18.4.7 notify the Client without undue delay on becoming aware of a personal data breach, and (with regard to its obligations under clause 18.4.9) immediately inform the Client if (in the TET's opinion) an instruction of the Client's infringes Data Protection Law;
 - 18.4.8 at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to store the personal data; and
 - 18.4.9 make available to the Client all information necessary to demonstrate its compliance with this clause 18.4 (which shall remain TET's confidential information and which the Client shall not disclose or use other than to confirm TET's compliance with Data Protection Law) and allow for and contribute to audits by the Client or the Client's designated auditor at the Client's expense, on reasonable written notice during business hours and subject to such reasonable measures as TET (or any sub-processor) requires in relation to its security and confidentiality requirements and not causing disruption to its business activities.
- 18.5 The Client specifically authorises the appointment of any sub-processor identified in this Agreement or TET's description of the Services and generally authorises TET to appoint further or alternative sub-processor.
- Form TET-F045: TET Ltd Terms and Conditions (06/08/2018) Issue 4

processors. Where TET appoints or replaces a sub-processor it shall inform the Client of any intended changes concerning the addition or replacement of such sub-processors, and give the Client the opportunity to object to such changes. Where the Client continues to use such services following the change, it shall be deemed to have accepted such change. TET shall remain fully liable for all acts or omissions of any sub-processor engaged by it (and such engagements shall be on such sub-processors' terms of business which incorporate data protection obligations which are the same or more onerous in their effect as those set out in this clause 18).

- 18.6 Without prejudice to the generality of clause 18.1:
 - 18.6.1 where, in respect of any personal data, the Client is a data processor on behalf of a third party, the Client warrants that the Client's instructions and actions regarding such personal data (including the appointment of TET as a data processor) have been authorised by such third party; and
 - 18.6.2 the Client shall be entirely responsible for ensuring that it has all necessary consents and notices in place to enable TET to lawfully process personal data as anticipated under the Contract. The Client shall indemnify the Supplier for all claims, losses and liability which TET may suffer as a result of a breach by the Client of this clause 18.6.
- 19. **GENERAL**
- 19.1 Each right or remedy of TET under the Contract is without prejudice to any other right or remedy of TET whether under the Contract or not.
- 19.1 The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of TET. TET may assign the Contract or any part of it to any person, firm or company.
- 19.2 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable while retaining the original intention of the Contract. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 19.3 Failure or delay by TET in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 19.4 Any waiver by TET of any breach of, or any default under, any provision of the Contract by the Client will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 19.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 19.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 19.7 Any notice given to a party under or in connection with the Contract shall be in writing and delivered by hand, first-class post or other next day delivery service at its registered office, or its email address (as notified to the other party). Such notices shall be deemed received (other than in relation to legal proceedings or any method of dispute resolution) the next day (other than a Saturday, Sunday or English public holiday) when banks in London are open for business. A reference to writing or written in the Contract includes email but not fax.