

Terms and Conditions

Payed In Limited

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Charges	has the meaning given in clause 3.1;
Conditions	means the Supplier's terms and conditions of sale set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, plans, project details, business practices, employee information (inclusive of sub-contractors), customer information, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means this agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly;
Controller	shall have the meaning given in applicable Data Protection Laws from time to time;

Customer	means the named party in the Contract which has agreed to purchase the Services from the Supplier and whose details are set out in the Order;
Data Protection Laws	<p>means, as binding on either party or the Services:</p> <ul style="list-style-type: none"> (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement or supplement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Protection Supervisory Authority	means any regulator, authority or body responsible for administering Data Protection Laws;
Data Subject	shall have the meaning in applicable Data Protection Laws from time to time;
Documentation	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Services;
Equipment	means any hardware the supplier provides, such as card terminals, till management machines, printers, cash drawers, tablets and all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it;
Existing Provider	means any third-party payment services provider to whom the Customer is contractually bound at the commencement of the Contract or at any time during the Term;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other

industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

GDPR

means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

International Organisation

has the meaning given in the applicable Data Protection Laws from time to time;

Letter of Authority

means the letter of authority executed by the Customer in favour of the Supplier substantially in the form set out in the Supplier's standard template from time to time, authorising the Supplier to act on the Customer's behalf in relation to payment services providers;

Location

means the address or addresses for performance of the Services as set out in the Order or such other address or addresses as

notified by the Supplier to the Customer prior to performance;

Location

means such other address or addresses as notified by the Supplier to the Customer at least 7 Business Days prior to performance of the Services;

Modern Slavery Policy

means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;

MSA Offence

has the meaning given in clause 11.2.1;

Order

means the Customer's order for the Services from the Supplier placed by the Customer in substantially the same form as set out in the Customer's Onboarding Form attached at Schedule 2;

Payment Partners

means the third-party payment processors, payment gateway providers, acquiring banks, card schemes, and other service providers with whom the Supplier has commercial arrangements for the provision of payment processing and related services to facilitate the Services;

Personal Data

has the meaning given in the applicable Data Protection Laws from time to time;

Personal Data Breach

has the meaning given in the applicable Data Protection Laws from time to time;

Processing

has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processed**, and **processes** shall be construed accordingly);

Processor

has the meaning given to it in applicable Data Protection Laws from time to time;

Protected Data

means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;

Purchase Option	the Customer's option to purchase the Equipment as more fully described in Schedule 1;
Purchase Option Price	the price of the Purchase Option as may be specified by the Supplier;
Services	means the services set out in the Order and to be supplied by the Supplier to the Customer in accordance with the Contract and in accordance with Equipment hire terms in Schedule 1;
Service Charge	a percentage of the total monthly transactional income as set out in the Order (the Onboarding Form) at Schedule 2 which will be served by a written notice and payable within 10 days upon receipt;
Specification	means the description or Documentation provided for the Services set out or referred to in the Contract;
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
Supplier	means Payed In Limited, trading as Trilogy Card Specialists (TCS) company number 15219308 and registered office at Ft Reedham House, 31 King Street West, Manchester, Greater Manchester, England, M3 2PJ;
Supplier Personnel	all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;
VAT	means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services; and

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);

- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);
- 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;
- 1.2.11 a reference to legislation includes all subordinate legislation from time to time under that legislation; and
- 1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and the Supplier respectively.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Services subject to the Contract including these Conditions.

- 2.5 If the Supplier is unable to accept an Order, it shall notify the Customer in writing or orally as soon as reasonably practicable.
- 2.6 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier for 30 Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
- 2.7.1 the Supplier's written acceptance of the Order; or
- 2.7.2 the Supplier performing the Services or notifying the Customer that they are ready to be delivered or performed (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3 Charges

- 3.1 The charges payable by the Customer for the supply of the Services by the Supplier (including but not limited to the Service Charge and the Rental Payment) as set out in the Order at Schedule 2) or, where no such provision is set out, shall be as advised by the Supplier from time to time before the date the Order is placed (the **Charges**).
- 3.2 The Charges are exclusive of:
- 3.2.1 insurance, and all other related charges or taxes or describe relevant elements of the services which are not included in the standard price which shall be charged in addition at the Supplier's standard rates, and
- 3.2.2 VAT.
- 3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 3.4 The Supplier will conduct an annual review of the rates charged under the terms of the Contract. This review will take place on the anniversary of the Effective Date each year during the term of the Contract.
- 3.5 The Supplier may increase the Charges at any time by giving the Customer not less than 15 Business Days' notice in writing provided that the increase does not exceed 5% of the Charges in effect immediately prior to the increase.
- 3.6 Notwithstanding clause 3.5, the Supplier may increase the Charges with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 5% and which is due to any factor beyond the control of the Supplier.

- 3.7 To facilitate prompt commencement of services, the Customer acknowledges that all required identification and supporting documents must be provided to the Supplier in a timely manner. The Supplier will assess a non-refundable base service charge of £50 per month if all necessary documents are not received within 10 days of the order date. This charge will apply to cover administrative and preparatory expenses incurred by the Supplier due to any delays in documentation. The Supplier reserves the right to defer commencement of services until all required documents are received.

4 Payment

- 4.1 The Supplier shall invoice the Customer for the Services, partially or in full, at any time following acceptance of an Order.
- 4.2 The Charges shall be collected by direct debt from the Customer's bank account.
- 4.3 The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within 7 days of the date of each invoice.
- 4.4 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
- 4.4.1 the Supplier may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of Bank of England from time to time in force, and
- 4.4.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

5 Credit limit

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6 Term

- 6.1 The Parties agree that the Contract shall commence on the Effective Date and unless terminated earlier in accordance with Clause 19, shall continue in full force and effect for a minimum term of 12 months (Initial Term)
- 6.2 Upon the expiration of the Initial Term, the Contract shall automatically renew for successive 24 months (Renewal Term) unless either party notifies the other in writing of its intention not to renew at least 90 days and not more than 120 days prior to the end of the Initial Term or any subsequent Renewal Term.
- 6.3 In the event that the Customer terminates the Contract for any reason other than a material breach by the Supplier, during the Initial Term, the Customer Agrees to pay an early termination fee to the Supplier.
- 6.4 The early termination fee payable by the Customer shall be the average of the total payments of the actual transactions carried out under the Contract or the value of the transactions as stated in the Order Form, calculated from the Commencement Date to the Current Contract End Date, plus any amounts payable for hardware and less any costs incurred by the Supplier, that would have been due to the Supplier had the Contract continued to the end of the Initial Term or any subsequent additional periods. The early termination fee shall be payable within 30 days of the Termination Date.

7 Performance

- 7.1 The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order.
- 7.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.
- 7.3 The Supplier may perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 7.4 Each performance of the Services shall be accompanied by a performance note stating:
 - 7.4.1 the date of the Order;
 - 7.4.2 the relevant Customer and Supplier details;
 - 7.4.3 the category, type and quantity of Services performed; and
 - 7.4.4 any special instructions.
- 7.5 Time of performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.
- 7.6 Unless the parties agree otherwise, packaging material is to be promptly returned to the Supplier at the Customer's expense.
- 7.7 The Supplier shall not be liable for any delay in or failure of performance caused by:
 - (a) the Customer's failure to make the Location available.
 - (b) the Customer's failure to prepare the Location in accordance with the Supplier's instructions.
 - (c) the Customer's failure to provide the Supplier with adequate instructions for performance or otherwise relating to the Services.
 - (d) Force Majeure.
- 7.8 The Supplier shall not be liable for any failure to provide the Services, delays in the provision of the Services, or any interruption or malfunction of the equipment resulting from the Customer's inability to maintain a functional internet connection, WiFi, cellular network, or any other required connectivity. It is the sole responsibility of the Customer to ensure that adequate connectivity and infrastructure are in place to support the proper operation of the Services and equipment provided by the Supplier. In the event of a connectivity issue arising from the Customer's systems or networks, the Customer shall bear all associated costs and liabilities, and such circumstances shall not be deemed a breach of this Agreement by the Supplier

8 Letter of Authority

- 8.1 The Customer shall, at the commencement of the Contract or upon request by the Supplier, execute a Letter of Authority authorising the Supplier to act on the Customer's behalf in relation to all payment services providers (current or previous), including but not limited to the following:
 - 8.1.1 requesting and receiving all information, transactional volumes, pricing, contract terms, and billing information;

- 8.1.2 setting up merchant accounts under the Supplier's business name;
 - 8.1.3 issuing termination notices;
 - 8.1.4 redirecting all correspondence to the Supplier; authorising adjustments, refunds, and payment arrangements;
 - 8.1.5 configuring equipment; and
 - 8.1.6 taking any other actions necessary to manage the Customer's payment services arrangements.
- 8.2 Where the Customer is contractually bound to an Existing Provider at the commencement of the Contract, the Supplier may, at its sole discretion, manage the Customer's existing payment services account during the transitional period until the Customer fully transitions to the Supplier's Services (the "Transitional Period"). The Supplier may apply discounts or subsidies during this period at its discretion, which may be withdrawn upon giving the Customer not less than 5 Business Days' notice in writing.
- 8.3 The Customer acknowledges and agrees that:
- 8.3.1 the Customer remains liable for any outstanding debts or liabilities owed to Existing Providers notwithstanding the Supplier's management of such arrangements;
 - 8.3.2 during any Transitional Period, the Customer shall not communicate directly with the Existing Provider without the Supplier's prior written consent and shall immediately forward any correspondence received to the Supplier;
 - 8.3.3 the Customer shall provide all necessary information, documentation, and access credentials required to manage existing accounts and pay all charges due to the Supplier in accordance with clause 3;
 - 8.3.4 the Letter of Authority shall remain valid for as long as the Supplier provides Services and shall override any previous letter of authority granted by the Customer to any other party in respect of payment services; and
 - 8.3.5 any changes to the relationship between the Supplier and the Customer must be promptly communicated to all relevant payment providers.

9 Warranty

- 9.1 The Supplier warrants that, at the time of performance, the Services shall:
- 9.1.1 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13; and
 - 9.1.2 in the case of media on which the results of the Services are supplied, be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 9.2 The Customer agrees that during the term of this agreement, the Supplier shall be the exclusive provider of the Services to the Customer. The Customer shall not be provided similar services from any third party without the prior written consent of the Supplier. This exclusivity arrangement is intended to secure mutual commitment and support for the successful delivery of the Supplier's services.

- 9.3 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs (including but not limited to all billing information such as bills, debt information and payment terms in relation to card services).
- 9.4 As the Customer's sole and exclusive remedy, the Supplier shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 9.1, provided that:
- 9.4.1 the Customer serves a written notice on the Supplier not later than five Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and
- 9.4.2 such notice specifies that some or all of the Services do not comply with clause 9.1 and identifies in sufficient detail the nature and extent of the defects; and
- 9.4.3 the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Services.
- 9.5 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.
- 9.6 Except as set out in this clause 9:
- 9.7 the Supplier gives no warranties and makes no representations in relation to the Services; and
- 9.8 shall have no liability for their failure to comply with the warranty in clause 9.1,
- 9.9 and all warranties and conditions (including the conditions implied by ss 13–15 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

10 Anti-bribery

- 10.1 For the purposes of this clause 10 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 10.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 10.2.1 all of that party's personnel;
- 10.2.2 all others associated with that party; and
- 10.2.3 all of that party's subcontractors;
- involved in performing the Contract so comply.
- 10.3 Without limitation to clause 10.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

- 10.4 The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach or possible breach by the Customer of any of the requirements in this clause 10.
- 10.5 Any breach of this clause 10 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle the Supplier to immediately terminate the Contract by notice under clause 19 if they so wish.

11 Anti-slavery

- 11.1 The Supplier shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.
- 11.2 The Customer confirms and agrees that:
- 11.2.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:
- (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 11.2.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
- 11.2.3 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to the Supplier on request at any time throughout the Contract;
- 11.3 The Customer shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under clause 11.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
- 11.4 Any breach of clause 11.2 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.

12 Indemnity and insurance

- 12.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
- 12.2 If requested by the Supplier, the Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

13 Limitation of liability

- 13.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.
- 13.2 Subject to clauses 13.5 and 13.6, the Supplier's total liability shall not exceed the total amount paid by the customer for the specific Services giving rise to the claim in the 6 months preceding the claim. The Supplier is not liable for any loss or damage that was not foreseeable, any loss or damage not caused by the Supplier's breach or negligence, or any business loss or damage.
- 13.3 Subject to clauses 13.5 and 13.6, the Supplier shall not be liable for consequential, indirect or special losses.
- 13.4 Subject to clauses 13.5 and 13.6, the Supplier shall not be liable for any of the following (whether direct or indirect):
- 13.4.1 loss of profit;
 - 13.4.2 loss of revenue;
 - 13.4.3 loss or corruption of data;
 - 13.4.4 loss or corruption of software or systems;
 - 13.4.5 loss or damage to equipment;
 - 13.4.6 loss of use;
 - 13.4.7 loss of production;
 - 13.4.8 loss of contract;
 - 13.4.9 loss of commercial opportunity;
 - 13.4.10 loss of savings, discount or rebate (whether actual or anticipated);
 - 13.4.11 harm to reputation or loss of goodwill; and/or
 - 13.4.12 wasted expenditure.
- 13.5 The limitations of liability set out in clauses 13.2 to 13.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 13.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 13.6.1 death or personal injury caused by negligence;
 - 13.6.2 fraud or fraudulent misrepresentation;
 - 13.6.3 any other losses which cannot be excluded or limited by Applicable Law;
- 13.7 The Supplier shall not be liable for:

- 13.7.1 any delays, suspensions, holds, failures, reversals, or refusals in settlement by Payment Partners for any reason including compliance reviews, fraud investigations, risk assessments, chargebacks, disputes, or regulatory requirements;
- 13.7.2 any fees, charges, penalties, fines, or deductions imposed by Payment Partners;
- 13.7.3 any losses, damages, or expenses arising from Payment Partners' failure to perform, insolvency, technical failures, system outages, or any other act or omission;
- 13.7.4 changes to Payment Partners' terms, fees, or procedures affecting the Customer's ability to process payments or receive settlements;
- 13.7.5 termination or suspension of processing capabilities by Payment Partners; or
- 13.7.6 any consequential losses, loss of business, loss of profits, or reputational damage arising from the above.
- 13.8 Settlement timeframes are indicative only and subject to Payment Partners' procedures. The Supplier has no obligation to advance funds to the Customer where Payment Partners have delayed or withheld settlement. Where the Customer has a dispute with a Payment Partner, the Customer's recourse is directly against the Payment Partner.
- 13.9 The Customer confirms that it has separately agreed (or will separately agree) to Payment Partners' terms through online merchant service agreements. Payment processing is facilitated through Payment Partners' systems over which the Supplier has no control and accepts no responsibility.

14 Supplier's right to Suspend Settlement

- 14.1 The Supplier may at any time and without prior notice suspend, withhold, delay, or redirect any settlements, funds, or payments due or expected to be due to the Customer where:
 - 14.1.1 the Customer has failed to pay any amount due to the Supplier by the due date (including Rental Payments, Service Charges, or any other Charges);
 - 14.1.2 direct debit payments for Charges have failed or been rejected;
 - 14.1.3 the Customer is in breach of any material term of the Contract;
 - 14.1.4 the Customer has failed to provide required documentation within the applicable timeframe for such request;
 - 14.1.5 the Supplier reasonably believes the Customer's account or transactions present elevated risk of fraud, money laundering, financial crime, chargebacks, or regulatory non-compliance;
 - 14.1.6 the Supplier has received notice from a Payment Partner that settlements have been or will be suspended, delayed, or withheld;
 - 14.1.7 outstanding chargebacks, disputes, refunds, or other liabilities exceed or are likely to exceed available settlement funds;
 - 14.1.8 there are unusual transaction patterns, volumes, or values warranting investigation;

- 14.1.9 the Customer has failed to maintain required insurance under this Contract
 - 14.1.10 any consent, licence, or authorization necessary for the Services has been revoked, suspended, or modified;
 - 14.1.11 the Customer is subject to any insolvency events or circumstances described in clause 19.3.5 to 19.3.17; or
 - 14.1.12 the Supplier reasonably considers it necessary to protect its interests or comply with legal or regulatory obligations.
- 14.2 The Supplier may retain withheld funds as security, apply them to any amounts due from the Customer, cover chargebacks or other liabilities, or hold them in reserve for such period as necessary. Suspension shall continue until the breach or circumstance is remedied to the Supplier's reasonable satisfaction, all amounts due are paid in full, or the Supplier determines it appropriate to resume settlements.
- 14.3 The Supplier shall not be liable for any losses, damages, costs, expenses, loss of business, loss of profits, or any other direct, indirect, or consequential losses arising from suspension or withholding of settlements. During suspension, the Customer shall continue to comply with all obligations under the Contract (including payment of all Charges), co-operate fully in resolving the issues, and not take any action that could damage the Supplier's reputation. The Customer acknowledges that the Supplier is not obliged to pay interest on withheld funds. These rights of the Supplier are in addition to any other rights of set-off, retention, or security under the Contract, at law, or in equity.

15 Intellectual property

- 15.1 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 the Supplier.
- 15.2 The Supplier 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 for the purpose of receiving and using the Services and the Deliverables in its business.
- 15.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by Clause 15.2.
- 15.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

16 Confidentiality and announcements

- 16.1 The Customer shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 16.1.1 any information which was in the public domain at the date of the Contract;
 - 16.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

16.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier (or by any Affiliate of the Supplier); or

16.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

except that the provisions of clauses 16.1.1 to 16.1.3 shall not apply to information to which clause 16.4 relates.

16.2 This clause shall remain in force for a period of two years from the date of the Contract.

16.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

16.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any provisions of clause 17.1.

17 Processing of personal data

17.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

17.2 The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with all Data Protection Laws.

17.3 Without prejudice to the generality of clause 17.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.

17.4 The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 17.

17.5 The parties agree:

17.6 the Supplier shall only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the Contract (including when making any transfer to which clause 17.8 relates), except to the extent:

17.7 that alternative processing instructions are agreed between the parties in writing; or

17.8 otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

- 17.9 The Supplier shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 17.10 The Supplier may permit any processing of Protected Data by any Sub-Processor with the prior authorisation of the Customer, unless the details are given to an Affiliate for the purpose of completing the Services or providing the Goods. Such authorisation of a Sub-Processor shall be promptly granted and in any event within 10 Business Days of request from time to time. The Customer shall not unreasonably withhold, delay or condition any such authorisation.
- 17.11 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior authorisation of the Customer.
- 17.12 The Supplier shall, in accordance with Data Protection Laws, maintain complete and accurate records and information to demonstrate its compliance with this clause 17.
- 17.13 The Supplier shall (at the Customer's cost):
- 17.14 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Supplier; and
- 17.15 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data; and
- 17.16 refer to the Customer all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be the Customer's responsibility to reply to all such requests as required by applicable law.

18 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 14 days, the supplier may terminate the Contract by written notice to the other party.

19 Termination

- 19.1 The Customer may terminate the Contract at any time by giving not less than 90 days' notice in writing to the Supplier. Such notice shall be received by the Supplier not less than 90 days and not more than 120 days prior to the expiry of the initial period or additional periods.
- 19.2 The Supplier may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Customer.
- 19.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract (or any other contract which it has with the Customer) at any time by giving notice in writing to the Customer if the Customer:

- 19.3.1 the Customer commits a material breach of the Contract and such breach is not remediable;
- 19.3.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
- 19.3.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 7 days after the Supplier has given notification that the payment is overdue;
- 19.3.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 19.3.5 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- 19.3.6 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
- 19.3.7 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 19.3.8 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 19.3.9 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- 19.3.10 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 19.3.11 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 19.3.12 has a resolution passed for its winding up;
- 19.3.13 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 19.3.14 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 19.3.15 has a freezing order made against it;
- 19.3.16 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
- 19.3.17 is subject to any events or circumstances analogous to those in clauses 19.3.5 to 19.3.16 in any jurisdiction.
- 19.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 19, it shall immediately notify the Supplier in writing.

- 19.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

20 Notices

- 20.1 Any notice (or other communication) given by a party under these Conditions shall:
- 20.1.1 be in writing and in English;
 - 20.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 20.1.3 be sent to the relevant party at the address set out in the Contract
- 20.2 Notices may be given, and are deemed received:
- 20.2.1 by hand: on receipt of a signature at the time of delivery;
 - 20.2.2 by Royal Mail For post: at 9.00 am on the *second* Business Day after posting;
 - 20.2.3 by email at the time in which it was sent, unless it is sent outside of Business hours, to which it will be deemed as received on the next Business Day at 9:00am.
- 20.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 20.1 and shall be effective:
- 20.3.1 on the date specified in the notice as being the date of such change; or
 - 20.3.2 if no date is so specified, 3 Business Days after the notice is deemed to be received.
- 20.4 All references to time are to the local time at the place of deemed receipt.
- 20.5 This clause does not apply to notices given in legal proceedings or arbitration.

21 Cumulative remedies

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

22 Time

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

23 Further assurance

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

24 Entire agreement

- 24.1 The parties agree that the Contract (and any documents entered into pursuant to it) constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

24.2 Each party acknowledges that it has not entered into the Contract (or any documents entered into pursuant to it) in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

24.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

25 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

26 Assignment

26.1 The Contract is personal to the Customer and 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 this agreement, without the Supplier's prior written consent.

26.2 The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

27 Set off

27.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract (or under any other contract which the Supplier has with the Customer).

27.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

28 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

29 Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

30 Severance

30.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

- 30.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

31 Waiver

- 31.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 31.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

32 Compliance with law

The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

33 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

34 Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

35 Third party rights

- 35.1 Except as expressly provided for in clause 35.1, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 35.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

36 Dispute resolution

- 36.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 36.
- 36.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

36.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:

36.3.1 Within 5 Business Days of service of the notice, the Directors, their authorised representatives or Affiliates of each of the parties shall meet to discuss the dispute and attempt to resolve it.

36.4 Either party may issue formal legal proceedings at any time whether or not the steps referred to in clause 36.3 have been completed.

37 Governing law

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

38 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1: HIRING TERMS

1. Equipment hire

The Supplier shall hire the Equipment to the Customer subject to the terms and conditions of this agreement.

2. Rental Deposit

2.1 The Customer shall pay the Rental Payments to the Supplier in accordance with the Order at Schedule 2) or, where no such provision is set out, shall be as advised by the Supplier from time to time before the date the Order is placed (**Rental Payment**).

2.2 The Customer shall, on the date of this agreement, pay a deposit to the Supplier in accordance with the Order at Schedule 2) (**Rental Deposit**). The Deposit is a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Equipment. If the Customer fails to make any Rental Payments or causes any loss or damage to the Equipment (in whole or in part), the Supplier shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to the Supplier any sums deducted from the Deposit within ten Business Days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable within Ten Business Days of the end of the Term.

3. Delivery

3.1 Delivery may be made by the Supplier or by a third-party delivery service appointed by the Supplier for such purpose. The Supplier shall use all reasonable endeavours to effect Delivery by the Delivery Date. Risk shall transfer in accordance with paragraph 4.2 of this Schedule 1.

3.2 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Supplier, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

3.3 To facilitate Delivery, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously.

3.4 If the Customer fails to accept delivery of the Equipment when the Supplier tenders Delivery, then, except where such failure is caused by the Supplier's failure to comply with its obligations under this agreement:

(a) the Equipment shall be deemed to have been delivered at 9.00 am on the date the Supplier tendered Delivery; and

(b) the Supplier shall store the Equipment until the Customer takes possession of the Equipment and charge the Customer for all related costs and expenses (including insurance).

4. Title, risk and insurance

4.1 The Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).

4.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Term of this Agreement and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Supplier retakes possession of the Equipment.

4.3 During the Term of this contract and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Lessor may from time to time nominate in writing; and
- (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
- (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer in writing.

4.4 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.

4.5 The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

5. Customer Responsibilities:

5.1 The Customer shall during the term of this agreement:

- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions.
- (b) take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work.
- (c) maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on Delivery (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment.

- (d) make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment. Title in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Supplier immediately on installation.
- (e) permit the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment may be located and shall grant reasonable access and facilities for such inspection.
- (f) maintain operating and maintenance records of the Equipment and make copies of such records available to the Supplier upon request, together with such additional information as the Supplier may reasonably require.
- (g) not to sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it.
- (h) not to attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building.
- (i) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Supplier in the Equipment.
- (j) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken.
- (k) not use the Equipment for any unlawful purpose.
- (l) ensure that at all times the Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment.
- (m) at its own expenses, deliver up the Equipment at the end of the Term of this Agreement at such address as the Supplier requires, or if necessary, allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment.

5.2 The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify the Supplier in full 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 professional costs and expenses) suffered or incurred by the Supplier arising out of, or in connection with any failure by the Customer to comply with its obligations in this paragraph 5.

6. Purchase Option

6.1 The Customer shall, subject to paragraph 6.2, have the option, exercisable by not less than 30 Business Days' written notice to the Supplier, to purchase the Equipment on the last Business Day of the Rental Period at the Purchase Option Price.

6.2 The Purchase Option may be exercised only if:

(a) all amounts due to the Supplier under this agreement up to the date of exercise of the Purchase Option have been paid in full by the Lessee; and

(b) the Rental Period has not ended by reason of the Supplier terminating this agreement in accordance with clause 17.3.1 (Termination).

6.3 On completion of the purchase of the Equipment under this paragraph 6, such title to the Equipment as the Supplier had on the Commencement Date shall transfer to the Customer. The Equipment shall transfer to the Customer in the condition and at the location in which it is found on the date of transfer.