

Terms and Conditions of Sale (Standard Conditions)

1. Definitions and Interpretation

- 1.1. In these Conditions, unless the context otherwise requires, the following terms (whether used in plural or singular form) shall have the following meanings:
"Conditions" means these terms and conditions;
"Contract" means the contract (incorporating these Conditions) between Nviron and the Customer for the supply of the Equipment;
"Customer" means the customer specified in the Order Acknowledgment;
"Data Laws" means all applicable laws and regulations relating to the processing and privacy of personal data, including the UK GDPR;
"Delivery Location" means the address to which the Equipment is to be delivered, as referred to in clause 5.2;
"Directed Days" has the meaning set out in clause 13.1;
"Equipment" means the equipment (including any part or parts of it) and any software agreed to be supplied to the Customer by Nviron pursuant to the Contract;
"Nviron" means Nviron Limited (company registration number 02294787; VAT registration number 483634622);
"Order Acknowledgement" means Nviron's written acknowledgement of order which is or may be issued to the Customer;
"Personal Data" has the meaning given in the Data Laws;
"Privacy Policy" means Nviron's Privacy Policy from time to time in force as set out at www.nviron.co.uk/privacy-policy/; and
"Quotation" means any quotation, proposal or similar document relating to the supply of Equipment and/or the booking of Directed Days which is issued to the Customer by Nviron prior to the formation of the Contract in accordance with clause 2.6.
"UK GDPR" means the General Data Protection 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, and any applicable laws and regulations which supplement and/or replace such Regulation.
- 1.2. In these Conditions (except if and to the extent that the context otherwise requires):
- 1.2.1. the words 'including' and 'include' and words of similar effect shall be deemed have the words "without limitation" following them;
- 1.2.2. the words 'other' and 'otherwise' are illustrative and shall not limit the sense of the words preceding them;
- 1.2.3. references to persons shall include natural persons, firms, companies, associations and corporate or unincorporated bodies (whether or not having separate legal personality);
- 1.2.4. words importing the singular shall include the plural and vice versa;
- 1.2.5. references to 'writing' or 'written' include email;
- 1.2.6. references to a numbered clause are to a clause of these Conditions so numbered; and
- 1.2.7. any reference to any legislative provision is a reference to it as it is in force from time to time (taking account of any amendment, extension or re-enactment) and includes any subordinate legislation for the time being in force made under it.
- 1.3. The headings in these Conditions are for ease of reference only and shall not affect their construction or interpretation.

2. Basis of Contract

- 2.1. Subject to any valid variation under clause 2.3, the Contract shall be formed subject to these Conditions to the exclusion of all other terms and clauses (including any terms or clauses which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. No terms or clauses contained or referred to in the Customer's purchase order, confirmation of order, specification or other document issued by the Customer shall form part of the Contract.
- 2.3. These Conditions apply to all supplies of Equipment made by Nviron and any purported variation to these Conditions (including any purported addition to, or any removal of any term of, these Conditions) shall have no effect unless expressly agreed in writing by a director of Nviron.
- 2.4. Any acceptance of any Quotation by the Customer or any purchase order issued by the Customer shall be deemed to be an offer by the Customer to buy Equipment subject to these Conditions.
- 2.5. No order placed by the Customer shall be deemed to be accepted by Nviron until an Order Acknowledgment is issued by Nviron.
- 2.6. Any Quotation is issued on the basis that no Contract shall come into existence until Nviron issues an Order Acknowledgment.
- 2.7. Any Quotation is valid for a period of 10 days only from its date, provided that Nviron may in its absolute discretion withdraw any such quotation at any time prior to issuing an Order Acknowledgment (and in which case no Contract shall come into existence and Nviron shall be under no obligation to supply any Equipment).
- 2.8. The provisions of the Order Acknowledgment shall prevail if and to the extent that it is inconsistent with any Quotation.

3. Equipment

- 3.1. The quantity and description of the Equipment shall be as set out in the Quotation or the Order Acknowledgment.
- 3.2. All descriptions or illustrations contained in Nviron's brochures or other documents (including any Quotation) are issued or published for the sole purpose of giving an approximate idea of the Equipment described in them. They shall not form part of the Contract and this is not a sale by sample.
- 3.3. Any typographical, clerical or other error or omission in any Quotation, sales literature, brochure, invoice or other document or information issued by Nviron may be corrected by Nviron at any time without any liability to the Customer.

4. General responsibilities of the Customer

- 4.1. The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate. The Customer shall be solely responsible for choosing the Equipment and for ensuring that the Equipment is suitable for the Customer's intended requirements (even if guidance and recommendations are purported to be given by Nviron).
- 4.2. The Customer is solely responsible for ensuring that there is adequate and safe access at the Delivery Location for delivery of the Equipment.
- 4.3. Unless otherwise expressly agreed in writing by Nviron, it is the Customer's sole responsibility to safely and properly, in accordance with all applicable laws, dispose of:
- 4.3.1. all packaging and containers which are supplied with the Equipment; and
- 4.3.2. the Equipment, at the end of its usable life.
- 4.4. Nviron may, in its absolute discretion, agree to dispose of any of the Equipment and its associated packaging and containers, or any other items, on behalf of the Customer. Where so agreed, this shall be subject to (and in accordance with) a separate written agreement relating to such disposal. For the avoidance of doubt, but without prejudice to the provisions of such agreement:
- 4.4.1. Nviron may charge the Customer for such disposal, at such rates (if any) as shall be specified in such agreement; and
- 4.4.2. Nviron shall be engaged as the Customer's agent, acting for and on behalf of the Customer, in respect of such disposal.

5. Delivery

- 5.1. Nviron may deliver the Equipment in separate instalments. In this clause 5, references to delivery of the Equipment shall (where applicable) be construed to include any such instalment.
- 5.2. The place for delivery of the Equipment shall be as set out in the Quotation or Order Acknowledgment but if no such place is specified then delivery of the Equipment shall take place at the Customer's main place of business or main office location.
- 5.3. Any dates referred to by Nviron for the Equipment to be delivered (including any dates set out in the Quotation or the Order Acknowledgment) are an estimate only and time for delivery may not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time following the date of the Order Acknowledgment. The Equipment may be delivered by Nviron in advance of any specified delivery date.
- 5.4. Unless otherwise agreed in writing by Nviron, the Equipment shall be delivered during normal working hours on Nviron's normal working days.
- 5.5. Subject to the other provisions of these Conditions, no delay in the delivery of the Equipment shall entitle the Customer to terminate or rescind the Contract.
- 5.6. The Customer shall in any event take delivery of the Equipment on the date it is delivered and shall not refuse delivery. If for any reason the Customer fails to accept delivery of any of the Equipment, or delivery cannot occur because the Customer has not complied with its applicable obligations under the Contract, then forthwith following notice given by Nviron:
- 5.6.1. risk in the Equipment shall pass to the Customer (including for loss or damage caused by Nviron's negligence);
- 5.6.2. the Customer shall nevertheless be obliged to pay for such Equipment in accordance with these Conditions;
- 5.6.3. any charge for failed delivery or re-delivery which is levied by Nviron's carrier shall be payable by the Customer in addition; and
- 5.6.4. Nviron may store the Equipment until actual delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

6. Non-Delivery

- 6.1. The quantity of any consignment of Equipment as recorded by Nviron or its carriers on despatch shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide sufficient evidence proving the contrary.
- 6.2. Without prejudice to clause 14, any liability of Nviron for non-delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or (at Nviron's option) issuing a credit note at the pro-rata Contract rate against any invoice raised for such Equipment.

7. Risk/Title

- 7.1. The Equipment shall be at the risk of the Customer from the time of delivery or on notice given by Nviron under clause 5.6.
- 7.2. Ownership of the Equipment shall not pass to the Customer until Nviron has received in full (in cleared funds) all sums due to it in respect of such Equipment.
- 7.3. Until ownership of the Equipment has passed to the Customer, the Customer shall:
- 7.3.1. hold the Equipment on a fiduciary basis as Nviron's bailee;
- 7.3.2. store the Equipment (at no cost to Nviron) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Nviron's property;
- 7.3.3. not destroy, deface or obscure any identifying mark on the Equipment; and
- 7.3.4. maintain the Equipment in satisfactory condition and keep them insured on Nviron's behalf for their full price against all risks to the reasonable satisfaction of Nviron.
- 7.4. The Customer shall not (and shall not attempt to) create any mortgage, charge, lien or other security over the Equipment. If the Customer does so, or if the Customer becomes bankrupt or insolvent or is in serious financial difficulty, the Customer shall immediately cease to have any right to possession of the Equipment.
- 7.5. Nviron shall be entitled to recover payment for the Equipment notwithstanding that ownership of any of the Equipment has not passed from Nviron pursuant to clause 7.2.
- 7.6. The Customer grants Nviron, its agents and representatives an irrevocable

- licence at any time to enter any premises where the Equipment are or may be stored in order to inspect them, or, where the Customer's right to possession has ceased, to recover them.
- 7.7. On termination of the Contract, howsoever caused, Nviron's rights contained in this clause 7 shall remain in effect.
- 8. Price**
- 8.1. Unless otherwise agreed by Nviron in writing, the price for the Equipment shall, subject to the following provisions of this clause 8, be the price set out in the Quotation or the Order Acknowledgement.
- 8.2. Notwithstanding the price set out in the Quotation or the Order Acknowledgement, Nviron shall be entitled to increase the price of the Equipment by giving notice to the Customer at any time prior to delivery if Nviron's supplier increases the cost of the Equipment payable by Nviron. The amount of the increase in the price of the Equipment shall be proportionate to the increase payable by Nviron.
- 8.3. Unless otherwise specified in the Quotation or the Order Acknowledgement, the price for the Equipment excludes delivery to the Delivery Location and all costs or charges in relation to packaging and insurance, which shall be payable by the Customer (at cost) in addition when it is due to pay for the Equipment.
- 8.4. Unless otherwise specified in the Quotation or the Order Acknowledgement, the price for the Equipment is exclusive of any applicable value added tax and any other applicable taxes and duties or similar charges, which shall be payable by the Customer in addition when it is due to pay for the Equipment, at the prevailing rate from time to time in force.
- 8.5. Prices for the Equipment set out in the Quotation or the Order Acknowledgement are based on any applicable foreign exchange rates prevailing at the date thereof and Nviron may increase the prices to cover any increases in foreign exchange rates affecting the cost of the Equipment as at the date of delivery.
- 9. Invoicing and Payment**
- 9.1. Nviron shall be entitled to invoice the Customer for the Equipment (and any other amounts due under the Contract, including for any increased amount payable for the Equipment pursuant to clause 8.2) at any time, including prior to delivery of the Equipment. Unless otherwise agreed in writing by Nviron (and subject to clause 9.2), the Customer shall pay each such invoice within 30 days of its date. Time for payment shall be of the essence.
- 9.2. Nviron may, at its discretion, require payment for the Equipment (in full or in part, including for any increased amount payable for the Equipment pursuant to clause 8.2) on any date prior to delivery of the Equipment. Where the Customer does not make payment when so requested, Nviron shall be under no obligation to deliver the Equipment (and Nviron may terminate the Contract pursuant to clause 17.1.1 without any liability to the Customer).
- 9.3. Payment by the Customer shall be deemed not to have been received unless and until Nviron has received cleared funds.
- 9.4. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Nviron to the Customer.
- 9.5. If the Customer fails to pay Nviron any sum due pursuant to the Contract on the due date for payment, the whole of the balance of the price of the Equipment then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to Nviron, Nviron may:
- 9.5.1. terminate the Contract or suspend any further deliveries of Equipment to the Customer (including stopping any Equipment in transit) until payment has been made in full; and/or
- 9.5.2. charge the Customer interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 10. Warranty**
- 10.1. Nviron shall, where it is able to do so, transfer to the Customer the benefit of any Equipment warranty or guarantee given by the manufacturer or supplier of the Equipment (to the extent not provided directly to the Customer by the manufacturer).
- 10.2. Nviron warrants that:
- 10.2.1. the Equipment (excluding any software) shall, on delivery, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 10.2.2. the Equipment (including any software) shall, on delivery, conform to any relevant specifications or descriptions expressly listed or set out in the Quotation or the Order Acknowledgement.
- 10.3. As Nviron is not the manufacturer of the Equipment, Nviron does not (subject to its obligations under clause 10.1) give any warranty or guarantee relating to the Equipment other than as set out in clause 10.2. The provisions of clauses 10.1 and 10.2 shall apply to the exclusion of any other warranties or conditions (express or implied) relating to the Equipment.
- 10.4. Without prejudice to clauses 10.3 and 14.2, the Customer acknowledges and agrees that Nviron does not warrant that the Equipment will:
- 10.4.1. be fit for any particular purpose;
- 10.4.2. successfully operate in conjunction with any hardware or software; or
- 10.4.3. operate uninterrupted or on an error-free basis.
- 11. Warranty claims**
- 11.1. The Customer may contact the Nviron Service Desk (by telephone on 0845 270 4031 or by emailing servicedesk@nviron.co.uk) for assistance relating to any claim under any warranty or guarantee provided by the manufacturer of the Equipment, where such claim arises:
- 11.1.1. within 30 days from the date of delivery of Equipment; or
- 11.1.2. during any period where the Customer has Product Support/Software Assurance in place with manufacturer of the Equipment, as shown on the Order Acknowledgement.
- 11.2. Subject always to the provisions of clauses 10.3 and 10.4, Nviron shall provide reasonable assistance relating to any claim referred to in clause 11.1. Where any such claim arises outside of the periods referred to in such clause, it shall be the Customer's sole responsibility to progress any claims directly with the manufacturer relating to any such warranty or guarantee.
- 11.3. In the event of any claim by the Customer under any of the warranties in clause 10.2, the Customer shall contact the Nviron Service Desk (by telephone on 0845 270 4031 or by emailing servicedesk@nviron.co.uk). Nviron shall be entitled (at its option and expense) to inspect and/or test the relevant Equipment at its current location or to move it to Nviron's premises (or those of any third party) at the cost of Nviron. If the Customer's claim is subsequently found by Nviron to be outside the scope of the warranties in clause 10.2, the costs of such transportation of the Equipment, investigation and repair shall be borne by the Customer.
- 11.4. If the Equipment does not conform with any of the warranties in clause 10.2, Nviron shall (at its option) repair or replace such Equipment (or the defective part) provided that, if Nviron so requests, the Customer shall, at Nviron's expense, return such Equipment to Nviron.
- 11.5. If Nviron complies with clause 11.4, it shall have no further liability for a breach of any of the warranties in clause 10.2 in respect of the relevant Equipment.
- 11.6. Any repaired or replacement Equipment shall be subject to the terms and conditions set out in clause 10 and this clause 11.
- 12. Software**
- 12.1. All software supplied by Nviron under the Contract shall be subject to the applicable licence terms of the relevant third party providers of such software and the Customer must accept such licence terms (which shall accordingly be directly binding on the Customer independently of the Contract). Any software supplied by Nviron under the Contract may be used by the Customer according to the terms and conditions of the licence of such software, but is supplied by Nviron on an 'as is' basis. Without prejudice to clause 10.1 and 10.3, the Customer acknowledges and agrees that the only warranties in relation to any software supplied by Nviron under the Contract are those contained in the licence from the third-party providers of such software.
- 12.3. The Customer shall be solely responsible for ensuring that it obtains and maintains all relevant software licences at all applicable times (including after termination of the Contract).
- 13. Directed Days**
- 13.1. This clause 13 applies only to the advance purchasing of project consultancy services to be provided by Nviron to the Customer ("Directed Days").
- 13.2. The services available in respect of the Directed Days shall be within the scope of the skills matrix set out at: https://www.nviron.co.uk/media/664/download/Nviron_Pro_Services_A4.pdf. For the avoidance of doubt, no other services are available as part of the Directed Days.
- 13.3. Subject always to clause 13.2 and the following provisions of this clause 13, the work to be undertaken by Nviron for the Directed Days shall be agreed by the parties separately in writing (including in respect of the terms and conditions governing the provision of the Directed Days).
- 13.4. The number of Directed Days to be purchased by the Customer and the applicable price payable shall be as specified in the Order Acknowledgement.
- 13.5. Each Directed Day shall constitute seven and a half (7.5) hours of working time per consultant.
- 13.6. The Directed Days shall be available for potential use by the Customer subject to the following provisions of this clause 13.
- 13.7. The Customer shall contact Nviron to book Directed Days.
- 13.8. Directed Days are subject to availability and Nviron is under no obligation to provide any Directed Days on any given dates until agreed by Nviron in writing and accordingly the Customer should contact Nviron as soon as possible with a view to booking Directed Days (having regard also to the provisions of clauses 13.10 and 13.13).
- 13.9. Directed Days shall be invoiced and payable on the same basis as set out in clause 9. Unless otherwise specified in the Quotation or the Order Acknowledgement, the price for the Directed Days excludes any expenses incurred by Nviron in connection with the provision of the Directed Days. The Customer shall reimburse Nviron for any such expenses in addition, including any travel costs, mileage costs (at £0.45 per mile) and sustenance and accommodation costs (including, in each case, in connection with travel to and attendance at the Location).
- 13.10. All Directed Days must be used by the Customer within 12 months of the date of the Order Acknowledgement.
- 13.11. Unless otherwise agreed in writing by Nviron, the Directed Days must be utilised during normal working hours on Nviron's normal working days.
- 13.12. Directed Days may (subject to clauses 13.8 and 13.11) be utilised on the basis of one consultant working alone or multiple consultants working simultaneously (and in each case, whether or not on consecutive days). No less than half a Directed Day can be utilised at any one time.
- 13.13. The amount paid by the Customer for Directed Days shall not be refundable if the Customer does not utilise the Directed Days for any reason - including, for the avoidance of doubt:
- 13.13.1. if the parties do not for any reason enter into a separate agreement relating to the Directed Days as referred to in clause 13.3;
- 13.13.2. where the Directed Days cannot be booked on any given dates as referred to in clauses 13.8; and
- 13.13.3. where the customer does not utilise all of the Directed Days, for any reason, within 12 months of the date of the Order Acknowledgement.
- 14. Liability**
- 14.1. Subject to clauses 4, 6 and 10 (and without prejudice to clause 15), the following provisions set out the entire financial liability of Nviron (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 14.1.1. any breach of these Conditions;

- 14.1.2. any use made or resale by the Customer of any of the Equipment; and
- 14.1.3. any representation, statement or act or omission (including negligence) arising under or in connection with the Contract.
- 14.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 14.3. Nothing in these Conditions excludes or limits the liability of Nviron:
- 14.3.1. for death or personal injury caused by Nviron's negligence; or
- 14.3.2. for fraud or fraudulent misrepresentation; or
- 14.3.3. for any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.
- 14.4. Subject to clause 14.3, Nviron shall not be liable to the Customer for any special, indirect or consequential loss, costs, damages, charges or expenses (including pure economic loss), howsoever caused or incurred, arising in connection with the performance or contemplated performance of the Contract.
- 14.5. Subject to clause 14.3, Nviron shall have no liability or responsibility to the Customer whatsoever in the event that the Customer cancels an order for the Equipment pursuant to clause 17.3 or if Nviron cancels an order for the Equipment pursuant to clause 17.4.
- 14.6. Subject to clauses 14.2, 14.3 and 14.4, Nviron's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited in respect of each event (or series of connected events) to an amount equal to the total price paid or payable by the Customer for the Equipment.
- 15. Force majeure**
- 15.1. Nviron shall not be in breach of the Contract, nor liable for any failure to perform or any delay in the performance of any of its obligations under the Contract if and to the extent that such failure or delay arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control (including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to Nviron's workforce), restraints or delays affecting carriers or any default of Nviron's suppliers or sub-contractors).
- 16. Confidentiality**
- 16.1. Subject to clause 16.2, the Customer shall treat all customer or business information, drawings, designs and specifications submitted to it by Nviron (including in any Quotation) as confidential and shall not without Nviron's prior written consent disclose any such item to any third party or use it for any purpose except strictly as necessary for the purposes of obtaining the benefit of the Contract.
- 16.2. The restrictions in clause 16.1 do not apply to information which:
- 16.2.1. is publicly available or becomes publicly available without breach of clause 16.1; or
- 16.2.2. is required to be disclosed to any governmental or other authority, regulatory body, or by the listing rules of a recognised stock exchange or as required by law.
- 17. Termination and Cancellation**
- 17.1. Nviron shall be entitled to terminate the Contract with immediate effect by giving notice in writing to the Customer if:
- 17.1.1. the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
- 17.1.2. the Customer is or becomes bankrupt or insolvent or is in serious financial difficulty; or
- 17.1.3. the Customer ceases to trade or has an administrator, receiver or similar appointed over the whole or any part of its assets.
- 17.2. Subject to the other provisions of these Conditions, each of Nviron and the Customer shall be entitled to terminate the Contract with immediate effect by giving notice in writing to the other if the other party commits any other breach of its obligations under the Contract and fails to remedy that breach within a period of 14 days after receipt of notice in writing requiring it to do so.
- 17.3. If Nviron gives notice of any increase to the price of the Equipment pursuant to clause 8.2, the Customer may (within 48 hours of such notice) give notice of cancellation of the order for such Equipment. If the Customer serves such notice, then such order shall be deemed to be cancelled, without any liability on the part of the Customer or Nviron (save that Nviron shall reimburse, within a reasonable period, any advance payment for the Equipment which was received from the Customer pursuant to clause 9.1 or 9.2).
- 17.4. Without prejudice to clause 15, Nviron shall be entitled to cancel the Customer's order for the Equipment on giving notice to the Customer at any time prior to delivery if Nviron's supplier of the Equipment cancels Nviron's order, for any reason.
- 17.5. If any cancellation of an order by the Customer pursuant to clause 17.3 or by Nviron pursuant to clause 17.4 relates to the entirety of the Equipment which the Customer ordered then such cancellation shall be deemed to constitute termination of the Contract (but otherwise the Contract shall continue in force in respect of any remaining Equipment).
- 18. Freedom of Information Act**
- 18.1. For the purposes of this clause 18:
- 18.1.1. "Exempted Information" means any information or category of information, document, report, contract or other material containing information relevant to the Contract that has been designated by the mutual agreement of Nviron and the Customer as potentially falling within an FOIA Exemption;
- 18.1.2. "FOIA" means the Freedom of Information Act 2000; and
- 18.1.3. "FOIA Exemption" means any applicable exemption to the FOIA including but not limited to confidentiality (section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (section 43 FOIA).
- 18.2. To the extent that the Customer is a public authority for the purposes of the FOIA, Nviron acknowledges and accepts that the Customer may be under a legal duty to disclose information on request which is subject to the FOIA, including matters relating to the Contract. Accordingly, to the extent that the Customer reasonably believes it is under a duty to disclose information about the Contract in respect of a valid request pursuant to the FOIA:
- 18.2.1. the Customer shall notify Nviron promptly;
- 18.2.2. Nviron shall be entitled to make representations that one of the FOIA Exemptions applies (including details of which and the reasons why it should be applied);
- 18.2.3. the Customer shall not disclose any Exempted Information; and
- 18.2.4. the Customer shall not disclose any other information about Nviron or the Contract to the extent that a FOIA Exemption applies (and, in making its decision as to whether a FOIA Exemption applies, the Customer shall take reasonable account of Nviron's representations given under clause 18.2.2).
- 19. Data Protection**
- 19.1. This clause 19 applies to any Personal Data which Nviron obtains about the Customer and/or any of its representatives in their capacity as a data subject (as such term is defined by the Data Laws).
- 19.2. Any Personal Data relating to the Customer and/or its representatives which is obtained by Nviron in connection with the Contract may be used and disclosed by Nviron in accordance with this clause 19 and the Privacy Policy.
- 19.3. The Customer acknowledges and agrees that (where applicable) Personal Data of the Customer (and Personal Data of the Customer's representatives which is provided by the Customer to Nviron) may be processed by Nviron (and its agents) for various purposes relating to the administration and performance of the Contract and as otherwise set out in the Privacy Policy.
- 19.4. The Customer represents and warrants that any Personal Data which the Customer has provided to Nviron (including Personal Data relating to the Merchant and/or its representatives) is complete and accurate.
- 19.5. Where the Customer provides Personal Data about the Customer's representatives in connection with the administration or performance of the Contract, the Customer represents and warrants that it has the consent of all such representatives to
- 19.5.1. pass their Personal Data to Nviron; and
- 19.5.2. for Nviron to use and disclose their Personal Data for any of the purposes set out in the Privacy Policy.
- 19.6. The Customer and any applicable representatives of the Customer have various rights relating to the Personal Data which is processed by Nviron. Details of such rights and how to exercise them are set out in the Privacy Policy.
- 20. General**
- 20.1. The Contract constitutes the entire agreement and understanding between Nviron and the Customer in respect of the matters dealt with and supersedes, cancels and nullifies any previous agreement between them relating to such matters. The Customer acknowledges and agrees that it has not relied on any statement, promise or representation made or given by or on behalf of Nviron (whether in respect of the Equipment or otherwise) which is not set out in the Contract or otherwise expressly agreed in writing by a director of Nviron. Nothing in this clause 20.1 shall exclude or limit Nviron's liability for fraudulent misrepresentation.
- 20.2. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between Nviron and the Customer, constitute either the agent of the other, nor authorise either to make or enter into any commitments for or on behalf of the other.
- 20.3. The Contract is personal to the Customer and the Customer shall not be entitled to assign, transfer or otherwise deal with any of its rights under the Contract or to subcontract or delegate in any manner to any other person any of its obligations under the Contract (except, in each case, with the prior written consent of Nviron).
- 20.4. Each right or remedy of Nviron under the Contract is without prejudice to any other right or remedy of Nviron whether under the Contract or otherwise.
- 20.5. If any provision of these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Conditions and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- 20.6. The failure of Nviron to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 20.7. Any waiver by Nviron of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.
- 20.8. The Customer agrees to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (including the Bribery Act 2010). The Customer shall not engage in any activity, practice or conduct which constitutes an offence under sections 1, 2 or 6 of the Bribery Act 2010 (or which would do if such activity, practice or conduct had been carried out in the United Kingdom).
- 20.9. No person who is not a party to the Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 20.10. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. Nviron and the Customer irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).