

## Enhancement Technology Limited – Terms & Conditions of Trade

### 1. Definitions

- 1.1 "Supplier" shall mean Enhancement Technology Limited its successors and assigns or any person acting on behalf of and with the authority of Enhancement Technology Limited.
- 1.2 "Customer" shall mean the person or entity described as such on the invoices, application for credit, quotation, work authorisation or any other forms to which these terms and conditions apply, and shall include any person acting on behalf of and with the authority of such person or entity.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Services" shall mean all services supplied by the Supplier to the Customer and are as described on the invoices, quotation, project proposal, action plan, work authorisation or any other forms as provided by the Supplier to the Customer and includes any advice or recommendations (and where the context so permits any incidental supply of goods).
- 1.5 "Price" shall mean the cost of the Services as agreed between the Supplier and the Customer subject to clause 3 of this contract.

### 2. Acceptance

- 2.1 Any instructions received by the Supplier from the Customer for the supply of Services and/or the Customer's acceptance of Services supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be amended with the written consent of the Supplier.
- 2.4 The Customer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's failure to comply with this clause.

### 3. Price And Payment

- 3.1 At the Supplier's sole discretion the Price shall be either:
- (a) as indicated on invoices provided by the Supplier to the Customer in respect of Services supplied; or
- (b) the Supplier's quoted Price as indicated on the project proposal or any other forms as provided by the Supplier to the Customer (subject to clause 3.2) which shall be binding upon the Supplier provided that the Customer shall accept the Supplier's quotation in writing within thirty (30) days.
- 3.2 The Supplier reserves the right to change the Price in the event of a variation to the Supplier's quotation.
- 3.3 At the Supplier's sole discretion a deposit may be required.
- 3.4 Time for payment for the Services shall be of the essence and will be stated on the invoice, project proposal or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 3.5 At the Supplier's sole discretion:
- (a) payment shall be due on delivery of the Services; or
- (b) payment shall be due before delivery of the Services; or
- (c) payment for approved Customers shall be made by instalments in accordance with the Supplier's payment schedule or as outlined on the project proposal
- 3.6 Payment will be made by cash, or by cheque, or by direct credit (BACS), or by any other method as agreed to between the Customer and the Supplier.
- 3.7 VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

### 4. Delivery Of Services

- 4.1 At the Supplier's sole discretion delivery of the Services shall take place when:
- (a) the Customer takes possession of the Services at the Supplier's address; or
- (b) the Customer takes possession of the Services at the Customer's address or other address nominated by the Customer (in the event that the Services are delivered by the Supplier or the Supplier's nominated carrier).
- 4.2 The Customer shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Services as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery.
- 4.3 The Supplier may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.4 The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.
- 4.5 The Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Services (or any of them) promptly or at all.

### 5. Risk

- 5.1 If the Supplier retains ownership of the Services nonetheless, all risk for the Services passes to the Customer on delivery.

### 6. Title

- 6.1 It is the intention of the Supplier and agreed by the Customer that ownership of the Services shall not pass until:
- (a) the Customer has paid all amounts owing for the particular Services; and
- (b) the Customer has met all other obligations due by the Customer to the Supplier in respect of all contracts between the Supplier and the Customer.
- 6.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Supplier's ownership or rights in respect of the Services shall continue.
- 6.3 It is further agreed that:
- (a) where practicable the Services shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Customer are met; and
- (b) until such time as ownership of the Services shall pass from the Supplier to the Customer the Supplier may give notice in writing to the Customer to return the Services or any of them to the Supplier. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Services shall cease; and

- (c) the Supplier shall have the right of stopping the Services in transit whether or not delivery has been made; and
- (d) if the Customer fails to return the Services to the Supplier then the Supplier or the Supplier's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Services are situated and take possession of the Services; and
- (e) the Customer is only a bailee of the Services and until such time as the Supplier has received payment in full for the Services then the Customer shall hold any proceeds from the sale or disposal of the Services on trust for the Supplier; and
- (f) the Customer shall not deal with the money of the Supplier in any way which may be adverse to the Supplier; and
- (g) the Customer shall not charge the Services in any way nor grant nor otherwise give any interest in the Services while they remain the property of the Supplier; and
- (h) the Supplier can issue proceedings to recover the Price of the Services sold notwithstanding that ownership of the Services may not have passed to the Customer; and
- (i) until such time that ownership in the Services passes to the Customer, if the Services are converted into other products, the parties agree that the Supplier will be the owner of the end products.

### 7. Defects, Errors and Omissions

- 7.1 The Customer shall inspect the Services on delivery and shall within seven (7) days notify the Supplier of any alleged defect, error, omission or failure to comply with the description or quote. The Customer shall afford the Supplier an opportunity to inspect the Services within a reasonable time following delivery if the Customer believes the Services are defective in any way. If the Customer shall fail to comply with these provisions the Services shall be presumed to be free from any defect or damage. For defective Services, which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's liability is limited to replacing the Services.

### 8. Sale of Services Act 1979 and Supply of Services and Services Act 1982

- 8.1 This agreement is subject to the provisions of the Sale of Services Act 1979 and the Supply of Services and Services Act 1982 (or any replacement or re-enactment thereof) in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded).
- 8.2 Notwithstanding clause 8.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions the Sale of Services Act 1979 and the Supply of Services and Services Act 1982 or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts, laws or legislation.

### 9. Intellectual Property

- 9.1 Where the Supplier has designed, drawn or written Services for the Customer, then the copyright in those designs and drawings shall remain vested in the Supplier, and shall only be used by the Customer at the Supplier's discretion.
- 9.2 The Customer warrants that all designs or instructions to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Customer's order.
- 9.3 Where the Supplier has provided photographic or graphical (digital or otherwise) images for the Customer, at the Supplier's sole discretion any such images may be subject to ongoing licence payments for use of such images. The period of any such licence is determined by the Supplier from time to time.

### 10. Default & Consequences of Default

- 10.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 10.2 The Supplier may charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own Customer basis and the Supplier's collection agency costs.
- 10.4 Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of Services to the Customer and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier exercised its rights under this clause.
- 10.5 If any account remains overdue after thirty (30) days then an amount of £20.00 shall be levied as an administration fee and shall be levied for each month that the account remains overdue, which sums shall become immediately due and payable.
- 10.6 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to meet its payments as they fall due; or
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

### 11. Security And Charge

- 11.1 Despite anything to the contrary contained herein or any other rights which the Supplier may have howsoever:
- (a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Supplier (or the Supplier's nominee) shall be entitled to lodge where appropriate

- a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own Customer basis.
- (c) The Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Supplier or the Supplier's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 11.1.

### 12. Cancellation

- 12.1 The Supplier may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.
- 12.2 In the event that the Customer cancels delivery of Services the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
- 12.3 The Customer agrees that any Ongoing SEO Strategy services (as outlined on the project proposal or any other forms) is for a minimum period as stated on the project proposal or any other forms (and where no minimum period is stated, the Ongoing SEO Strategy services will be for a minimum period of nine (9) months) and will continue thereafter until the Customer provides a minimum of three (3) months notice to the Supplier to terminate the supply of services. In the event that the Customer terminates the services without giving such notice of termination to the Supplier then the Customer shall be liable for charges equivalent to those charged by the Supplier under the contract to the Customer in the three (3) months preceding the date of termination except in the event where the Customer terminates the supply of services with more than three (3) months remaining of the minimum period then the Customer shall be liable for charges equivalent to those charged by the Supplier up to the end of the minimum period.

### 13. Data Protection Act 1998

- 13.1 The Customer and the Guarantor/s (if separate to the Customer) authorises the Supplier to:
- (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
- (b) to disclose information about the Customer, whether collected by the Supplier from the Customer directly or obtained by the Supplier from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing a default by the Customer on publicly accessible credit reporting databases.
- 13.2 The Supplier may also use information about the Customer to monitor and analyse its business. In this connection the Customer authorises the Supplier to disclose personal information to agents or third parties engaged by the Supplier.
- 13.3 The Customer consents to the transfer of information outside of the European Economic Area for the purposes listed above.
- 13.4 Where the Customer is an individual the authorities under (clause 13.1) are authorities or consents for the purposes of the Data Protection Act 1998.
- 13.5 The Customer shall have the right to request the Supplier for a copy of the information about the Customer retained by the Supplier and the right to request the Supplier to correct any incorrect information about the Customer held by the Supplier.

### 14. Limitation of Liability

- 14.1 The Supplier shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit or goodwill) suffered by the Customer or any third party arising out of a breach by the Supplier of these terms and conditions.
- 14.2 In the event of any breach of this contract by the Supplier the remedies of the Customer shall be limited to damages and the Supplier's liability (if any) whether in contract, tort or otherwise in respect of any defect in the Services, or for any breach of these terms and conditions, or of any duty owed to the Customer in connection with them shall be limited to the amount of the Price.
- 14.3 For the avoidance of doubt, nothing in these terms and conditions shall exclude or restrict the Supplier's liability to any person for death or personal injury to that person resulting from the Supplier's negligence.

### 15. Customer's Disclaimer

- 15.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by the Supplier and the Customer acknowledges that the Services are bought relying solely upon the Customer's skill and judgment.

### 16. General

- 16.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2 These terms and conditions and any contract to which they apply shall be governed by the laws of England and Wales and are subject to the jurisdiction of the courts of England and Wales.
- 16.3 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Supplier.
- 16.4 The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 16.5 The Supplier reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Customer of such change. Except where the Supplier supplies further Services to the Customer and the Customer accepts such Services, the Customer shall be under no obligation to accept such changes.
- 16.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.