

TERMS AND CONDITIONS OF SALE

DEFINITIONS

In these conditions the following words have the following meanings:

- 'Business Day'** means a day other than a Saturday, Sunday or bank public holiday;
- 'Contract'** means any contract between Us and You incorporating these conditions for the sale of Products/Services which is formed on receipt of Your Order;
- 'Controller'** shall have the meaning given to it in applicable Data Protection Laws from time to time;
- 'Data Protection Laws'** means, as binding on You and Us or the Services the GDPR, the Data Protection Act 2018, any laws and regulations, such laws and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
- 'Data Sheet'** means the document We supply to You accompanying the Products containing a description of the Products and information about the Products;
- 'Data Subject'** shall have the meaning given to it in applicable Data Protection Laws from time to time;
- 'GDPR'** means the General Data Protection Regulation, (Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom and as it has effect as law in the United Kingdom (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);
- 'Liability'** means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
- 'Order'** means the order for the Products and/or Services from Us placed by You in substantially the same form as set out in Our quotation;
- 'Personal Data'** shall have the meaning given to it in applicable Data Protection Laws from time to time;
- 'Products'** means any products ordered from Us by You and/or any products/materials to be utilised in the performance of the Services;
- '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;
- 'Services'** means services and/or work to be performed by Us for You detailed in the Order;
- 'Specification'** means the description provided for the Products and/or Services set out or referred to in the Contract;
- 'You, Us, Our'** means the person or organisation to whom We supply the Products/Services;
- 'We, Us, Our, Us'** means either one of our trading companies being Arkis FMS UK Limited (company registration number 02701642) and Akis Refrigeration Limited (company registration number 10051364) both with their registered offices at Lowfield Drive, Centre 500, Wolston, Newcastle-Upon-Tyne ST5 0UJ.

2. BASIS OF CONTRACT

- 2.1 Our conditions of sale govern the agreement between You and Us to the exclusion of any other conditions and all Orders placed by You leading to a contract will be subject to these conditions.
- 2.2 These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to You.
- 2.3 No variation to these conditions shall be binding on Us unless contained in Our quotation and agreed in writing by a director on behalf of Us.
- 2.4 Our employees, sales staff and/or agents are not authorised to make any representations or warranties concerning the Products/Services unless confirmed in advance by Us in writing.
- 2.5 No oral warranties or representations shall bind Us.
- 2.6 Where you intend to write to the Controller in accordance with the Contract.
- 2.7 You acknowledge that You do not rely on any representation and/or warranty which has not been made in accordance with these conditions.

3. ORDERS AND CONTRACT

- 3.1 Quotations (unless stated otherwise) shall be available for acceptance for the period of time as stipulated on the quotation. Quotations may be withdrawn by Us at any time until we have formed a Contract with You.
- 3.2 We shall have the right to refuse to accept any Orders placed for Products/Services.
- 3.3 You shall be responsible for the accuracy of Your Orders and for giving Us any information necessary for Us to perform the Contract.
- 3.4 The Contract between You and Us shall come into effect on Our acceptance of Your Order.
- 3.5 No Order for Products/Services shall be deemed accepted by Us until confirmed in writing by Our authorised representative.
- 3.6 If you cancel the Contract for any reason, the Contract shall terminate and You shall have no further recourse against Us under the Contract.

4. SAMPLES

- 4.1 The production of any samples or test work for You, unless otherwise agreed in writing, be carried out at Your cost.
- 4.2 If you approve any sample produced or test work performed by Us then You shall have no claim in respect of, nor any right to reject, any Products/Services provided that the Products/Services in question are of the same description, specification, quality and fitness for purpose as the sample and/or test work that was provided to You.
- 4.3 Due to the nature of the Products that We supply, their performance is subject to technical tolerances. Performance warranties are given by manufacturers in accordance with manufacturing guidelines and information provided on the Data Sheet. We cannot guarantee that the performance of the Product will be identical to that of any sample and/or test work provided to You.

5. DELIVERY

- 5.1 Dates of delivery/performance are estimates only and are not guaranteed and time is not of the essence. We may also adjust delivery dates and/or times without Your consent as regulated by You.
- 5.2 We specify a date for delivery. We will use Our reasonable endeavours to ensure delivery/performance on the date(s) specified.
- 5.3 Where Products are to be delivered in instalments, each delivery shall constitute a separate and distinct contract and Our failure to deliver, or any delay in delivery, shall not entitle You to repudiate and/or terminate the Contract as a whole.
- 5.4 Where Services are to be performed in stages, each separate stage shall constitute a separate and distinct contract and Our failure to deliver, or any delay in delivery, in respect of any stage shall not entitle You to repudiate and/or terminate the Contract as a whole.
- 5.5 You shall have no right to reject Products/Services unless they are faulty (to be determined by Us) and You shall have no right to reject any Products/Services unless You have estimated dates for delivery/performance and we have not delivered on the date specified in our quotation or you have written notice to Us in writing that You have not accepted the delivery/performance of Us not less than 180 days in which to do so and the notice has not been complied with.
- 5.6 We shall not be required to fulfil orders in the sequence in which they are placed.
- 5.7 You shall be responsible at Your own cost for all arrangements to unload the Products when delivered to You. Delivery will normally be made between 9.00am and 5.00pm on Business Days.
- 5.8 You shall procure and pay for your own working hours (9.00am – 5.00pm Monday to Friday) that we have free right of access to the address for delivery.
- 5.9 If You refuse to take delivery of any Products/Services the Services then We shall be entitled to withhold delivery/performance of any other Products/Services that the Contract as regulated by You. You may for any costs or expenses reasonably incurred under the Contract (including any necessary storage costs for the Products that have been refused by you) and have the right to rescind the Contract.
- 5.10 If it is agreed that the Products/Services are to be delivered to You, we shall collect them within 3 Business Days of being notified that they are ready for collection. If they are not collected within the specified period We may dispatch them to You at Your expense and risk and/or store them at Your expense and risk until dispatch and/or collection and/or terminate the Contract and charging You any costs and expenses reasonably incurred by Us under the Contract.

6. POSTPONEMENT

- 6.1 We may agree to reasonable requests to postpone delivery of the Products/performance of the Services up to a maximum total period of 60 days but shall be under no obligation to do so.
- 6.2 Where delivery of the Products/Services is delayed in part or in whole by any request You shall pay all Our costs and expenses incurred as a result including storage, transportation and insurance. You shall be obliged to pay for the Products/Services as if delivery/performance had not been postponed.

7. PRICE AND PAYMENT

- 7.1 The price of the Products/Services shall be as at the date of delivery/performance.
- 7.2 Except as otherwise stated, prices are ex-works and You shall be liable to pay additional charges (if any) for transport, packaging and insurance.
- 7.3 We may increase Our prices at any time for any reason by giving You not less than 15 Business Days' notice in writing.
- 7.4 We may increase Our prices with immediate effect by written notice to You where there is an increase in the direct cost to Us of supplying the Products/Services to You due to any factor beyond Our control, including costs, fluctuations in exchange rates, expenses and/or materials.
- 7.5 Our prices exclude VAT, taxes, duties and/or other charges for which You shall additionally be liable.
- 7.6 Terms of payment are net cash or cleared funds within 30 days from the date of invoice (unless otherwise agreed by Us, at our sole discretion, in writing).
- 7.7 Time for payment shall be of the essence.
- 7.8 If you fail to make any payment in full by the due date We may charge any reasonable additional administration costs (reasonable expenses properly incurred) on the amount unpaid at the rate of 9% above the base rate from time to time of the Bank of England or the then prevailing rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), whichever is the higher. Such interest shall be compounded with monthly compounding.
- 7.9 Any monies received by Us as applied by Us at Our option against any additional administrative costs and/or interest charged prior to application against any principal sums due from You.
- 7.10 We shall be entitled to invoice each delivery of Products/Services separately.
- 7.11 You shall pay all sums due to Us under the Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 7.12 Payment shall not be deemed to be made until We have received cleared funds for the full amount outstanding.
- 7.13 We shall be entitled to render an invoice to You at any time after the Products have been ordered or any stage during performance of the Services.
- 7.14 If any Services are cancelled, the Contract terminated or delivery/performance is suspended before completion of the Services We shall be entitled to be paid on a quantum meruit basis for that part of the Services performed. We may invoice You accordingly and such monies shall be immediately due for payment.
- 7.15 If Products are to be delivered in instalments, if the Contract is terminated or delivery/performance is suspended We shall be entitled to be paid on a quantum meruit basis for the Products delivered. We may invoice You accordingly and such monies shall be immediately due for payment.

8. CREDIT LIMIT

- 8.1 We may set a reasonable credit limit for You (subject to a satisfactory credit check) which is subject to You giving us time to time to amend it (with our agreement) and we may suspend or vary it if we believe that the credit limit is already exceeded.

9. CANCELLATION

- 9.1 Subject to clause 9.4, You may cancel performance of the Services at any time up to 21 days before the due date for performance (unless otherwise agreed by Us in writing) on condition that We shall have no liability to You in relation to any such cancellation.
- 9.2 Once You and We have reached the performance of the Services, if you wish to postpone that date within 2 Business Days of the agreed date, We will charge You 95% per day that the performance of the Services is delayed, by you subject to postpone an aborted time services charge.
- 9.3 You may vary and cancel the Contract at any time after the commencement of Us delay for You, unless We agree in writing, at our sole and absolute discretion, as a period within which you may cancel delivery of the Products. Any cancellation period agreed will be subject to clause 9.4.
- 9.4 You shall indemnify Us for all and any unrecoverable costs and/or expenses incurred by Us in relation to the performance of the Contract.

10. SPECIFICATION

- 10.1 Any specification supplied by Us shall only be approximate unless stated on the quotation or agreed by Us in writing.
- 10.2 The quantity, quality, description and/or specification for the Products/Services shall be that set out in Our quotation and accompanying Data Sheet (if applicable) unless otherwise agreed in writing by You and Us.
- 10.3 You are responsible for checking the quotation and specifying Yourself that any specification given in a Data Sheet is accurate and sufficient for your intended purpose for which the Products/Services are intended.
- 10.4 You warrant that you have disclosed in writing all matters which may affect the fitness for purpose of the Products.
- 10.5 You are solely responsible for the accuracy of the specification and details that You provide to Us. We shall have no liability for any errors made by You.
- 10.6 Subject to clause 16, if We make a material error in applying the specification, You may cancel that part of the Contract only which is affected by the material error without liability.

- 10.7 Details in brochures, price lists and/or manufacturers' Data Sheets are a guide only and only give a general approximation of the Products/Services.
- 10.8 You confirm and agree that You have not relied upon the details and information contained in Our brochure.
- 10.9 We reserve the right to change the specification of the Products/Services as required from time to time by law, safety requirements or manufacturing requirements.
- 10.10 If We change the specification of the Products/Services and this has a material adverse effect then You shall have no right to reject the Contract without the Controller's prior written consent.
- 10.11 We reserve the right to withdraw from sale any Product/Service that is rendered obsolete by changes in legislation.

11. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 11.1 You shall not make any modification to the Products or their packaging, nor alter, remove, or tamper with any instructions relating to the Products.
- 11.2 All intellectual property rights (including without limitation all patents, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) skill, know-how and other similar rights, whether existing now and/or in the future, wherever existing in the world together with the right to apply for protection of the same) in the Products shall not be assigned to You in any respect.
- 11.3 We grant to You a non-exclusive royalty-free perpetual licence to use all intellectual property rights owned by Us which in any sense have a connection with the Products as provided by Us.
- 11.4 We shall be free to utilise for the benefit of Our other customers any skill/know-how developed or acquired in the performance of the Services.
- 11.5 It is agreed between us and You that all confidential business information regarding the other party shall remain confidential and shall not be disclosed or used outside of the fulfilment of the Contract. Such confidential information may be disclosed where such information is public knowledge, or it is required to be disclosed for legal reasons.

12. SITE FOR SERVICES

- 12.1 You will allow and/or procure sufficient access to Our employees, sub-contractors and agents to carry out the Services.
 - 12.2 You will allow and/or procure sufficient unloading space, facilities, equipment, and access to power supplies for the Services to be performed at the site.
 - 12.3 You will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.
- 13. PROPERTY AND RISK**
- 13.1 Risk in the Products shall pass to You at the time of delivery. Delivery shall be deemed to occur: 13.1.1 at the point the Products are received or taken into your possession; 13.1.2 at the time when the Products arrive at the place of delivery if We deliver them by Our own transport or arrange transport in accordance with a specific contractual obligation; or 13.1.3 5 Business Days after You have been notified that the Products are available for collection if you have info.
 - 13.2 Risk of damage to or loss of the Products shall pass to You when they have been dispatched by Us.
 - 13.3 In the event of loss or damage to the Products utilised in the Services shall pass to You under delivery to the site where they are to be utilised.
 - 13.4 We shall retain title and ownership of the Products until We have received payment in full in cash or cleared funds of all sums due and/or owing for all Products/Services supplied to You under the Contract and any other agreed payment in full.
 - 13.5 All equipment in full of the price for all Products supplied to You is made to Us the Products shall be stored separately from any goods belonging to us or any third party and shall be clearly marked and identified as being Our property. You agree that Our employees and/or agents shall be entitled to enter Your premises at any time to check compliance with this clause and if it is not being complied with, we have a right to remove the Products from Your premises and/or suspend any contract with you.
 - 13.6 Until title in the Products has passed to You, You shall keep them insured for the price at which they were sold to You against all normal risks and shall procure that Our interest is noted on such policy of insurance. You shall hold sufficient proceeds of such policy of insurance to cover the full value of the Products.
 - 13.7 You shall have no claim against Us in respect of the loss of or damage to any Products/Services ordered by You in accordance with this clause shall not discharge Your Liability to pay for the Products/Services plus interest accrued in accordance with clause 7 but shall be set off against any such liability.

14. DEFAULT/TERMINATION

- 14.1 We may terminate the Contract for any other contract which We have with You at any time by giving notice in writing to You if: 14.1.1 You commit a material breach of the Contract and such breach is not remedied; 14.1.2 You commit a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach; 14.1.3 You have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after We have given notification that the payment is overdue; or 14.1.4 any consent, licence or authorisation held by Us is revoked or modified such that You are no longer able to perform Your obligations under the Contract and we receive any benefit to which you are entitled.
- 14.2 We may terminate the Contract at any time by giving notice in writing to You, or undertake any of the actions set out in clause 14.3 if You: 14.2.1 stop carrying on all or a significant part of Your business, or indicate in any way that You intend to do so; 14.2.2 are unable to pay Your debts either within the meaning of section 123 of the Insolvency Act 1986; or 14.2.3 become the subject of a compulsory voluntary arrangement under the Insolvency Act 1986;
- 14.2.4 become subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 14.2.5 become subject to a restructuring plan under Part A2 of the Insolvency Act 2006;
- 14.2.6 become subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 14.2.7 have a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 14.2.8 have a petition presented to any court for Your winding up; or 14.2.9 have a petition presented to any court for Your winding up or an application is made for an administration order, or any winding-up or administration order is made against You;
- 14.3 You have ceased trading, or threaten to suspend or cease to carry on all or a substantial part of Your business;
- 14.2.11 are subject to any procedure for the taking control of Your goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 14.2.12 have a freemove order made against You; or
- 14.2.13 are in default of any recovery or attempted recovery of items supplied to you by a supplier retaining title to those items.
- 14.3.1 of the events set out in clause 14.2 above occurs in relation to You then: 14.3.1.1 we may enter, without prior notice, any of Your premises (or third parties with their consent) where Our Products may be and repossess and dispose of or sell any of Our Products found whether or not incorporated into finished goods so as to discharge any sums due to Us under the Contract or any other agreement with You; 14.3.2 we may require You to re-secure, incorporate any of the Products into other goods or part with the possession of any of Our Products until You have paid in full all sums due to Us under this Contract or any other agreement with Us; 14.3.3 we may withhold delivery of any undelivered Products and stop any Services in transit; 14.3.4 we may withhold the performance of any Services and cease any Services in progress; 14.3.5 we may terminate and/or suspend any contract with You without liability; and/or 14.3.6 all monies owed by You to Us shall forthwith become immediately due and payable.
- 14.3.7 We may terminate the Contract any time by giving not less than four weeks' notice in writing to You if You: 14.3.8 have a lien on any property or goods belonging to You, which may be in Our possession in respect of all sums due from You to Us;
- 14.4.6 Upon the termination of the Contract for any reason if any monies due to Us from You have not been paid and We have a lien on any property or goods belonging to Us under the Contract or any other agreement with you in respect of clause 14.5 above (and You agree that We may give good title for such property and/or goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by You to Us, thirdly in payment of any principal sums owed to Us and fourthly We shall account to You for the remainder (if any).
- 14.7 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any point up to the date of termination.

15. GUARANTEE

- 15.1 We warrant that the Products supplied by Us are accompanied by a guarantee We notify You that this is the case and confirm the date from which the guarantee begins (which will be the date of delivery by Us or collection by You, as applicable) and the date on which it will expire.
 - 15.2 We warrant that the Products supplied by Us are subject to You providing full details of the invoice to which the Products relate including the date of purchase and date of delivery or collection.
 - 15.3 Subject to clauses 15.4 and 15.5, if any Products/Services prove to be defective and are covered by the guarantee We shall be obliged to repair, replace or refund the Products or to reimburse You the purchase price of the items. Provided We comply with this clause, the repair, replacement or refund shall be Your sole remedy in respect of claims under the guarantee under clause 15.1 above.
 - 15.4 If a defect is identified in a Product, we warrant to repair, replace or refund defective Products covered by the guarantee in clause 15.1 above within a reasonable time of being notified of the defect by You.
 - 15.5 Any guarantee given in clause 15.1 above will be void if You have not paid in full for the relevant Products/Services on the due date for payment.
- 16. REPAIRS AND REPLACEMENTS**
- 16.1 Any damage or discrepancy must be reported to Us within 7 days of delivery by Us to You or collection by You. After we have received such notification from You, We will review the Products and any claim.
 - 16.2 We will at Our option either refund the price, repair, replace free of charge or re-perform any Products that have a manufacturers' defect, where the defect is apparent on inspection, or that have been damaged in transit provided that images of the damage to the Products and packaging are supplied.
 - 16.3 We will not accept any Liability in respect of any damaged Products that are not in Our packaging.
 - 16.4 Any defective Products must be returned to Us for inspection if requested by Us at Your sole expense (including charges for multiple deliveries). We will not accept any Liability until we have inspected the Products.
 - 16.5 Any defective Products returned to Us will only be accepted if: 16.5.1 accompanied by the correct completed returns paperwork (which will be issued to You when You notify Us that a Product is defective); 16.5.2 You have provided full details of any hazardous and potentially hazardous materials that the Products have been exposed to within Your possession; and 16.5.3 You warrant that upon return the Products are not contaminated with any hazardous substance and You provide a certified COSHH assessment to that effect if required.
 - 16.6 If a Product is found defective as a result of an event specified in clause 17.4, this work will be charged in addition to any other Products/Services provided.
 - 16.7 We reserve the right to inspect the subject matter of any allegedly defective Services and We will have no liability for any loss or damage incurred by you in respect of any defective Products or services.
 - 16.8 We will, at Our option, either refund the price of or replace free of charge any Products missing from a delivery provided that details of the missing items are notified to Us within 24 hours of delivery or, in the event of complete non-delivery, We are notified within 24 hours of the agreed date of delivery.

17. LIMITATIONS ON LIABILITY

- 17.1 Any defect in the Products caused or contributed to as a result of them being used for display or demonstration purposes or being handled by Your customers;
- 17.2 Any loss or damage to the Products/Services where the defect has been caused or contributed to by You to the extent so contributed;
- 17.3 Any defect in the price for the Products/Services has not been paid in full by the due date for payment;
- 17.4 You have not accepted the Products/Services or have not replaced or performed defective Products covered by the guarantee in clause 15.1 above when a reasonable time of being notified of the defect by You;
- 17.5 Loss of damage, liability, claims, costs or expenses caused or contributed to by Your continued use of Products/Services after a defect has become apparent or suspected or should reasonably have become apparent to you; or
- 17.6 Any defect as a result of those events listed at clause 15.3.
- 17.7 You shall have no liability to You in respect of any claim for loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.8 You shall reduce to Us written evidence of any claims for which it is alleged that We are liable together with written details of how the loss was caused by Us and the steps You have taken to mitigate the loss, subject to clause 17.2, before We shall have any liability for the claim by You.
- 17.9 We shall not be liable for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.10 We shall reduce to Us written evidence of any claims for which it is alleged that We are liable together with written details of how the loss was caused by Us and the steps You have taken to mitigate the loss, subject to clause 17.2, before We shall have any liability for the claim by You.
- 17.11 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.12 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.13 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.14 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.15 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.16 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.17 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.18 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.19 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.20 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.21 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.22 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.23 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.24 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.25 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.26 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.27 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.28 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.29 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.30 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.31 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.32 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.33 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
- 17.34 In all cases, except as provided in clause 17.4, You shall have no liability for any loss or damage or any matter for which we may be liable before You incur any costs and/or expenses in remedying the matter 'Unless, if You do not do so We shall have no liability to You.
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