

1. Definitions and interpretation
 In this Agreement:

1.1 The following definitions and rules of interpretation shall apply:

Agreement the contract between Oceanic and the Customer for the supply of Goods and/or Services and the licence of any Content, which shall include the Order Acknowledgement and these Terms and Conditions.

Bespoke Content all content including text, information, data, software, executable code, images, audio, or video material developed by Oceanic specifically at the request of the Customer.

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Content all content including text, information, data, software, executable code, images, audio, or video material included in, or used by, any Goods provided by Oceanic to the Customer (including any Bespoke Content), as may be stipulated in the Order Acknowledgement.

Commencement Date the date that this Agreement comes into force in accordance with clause 2.1

Commissioning Services the commissioning services set out in clause 9.1, that, if stipulated in the Order Acknowledgement, Oceanic shall provide to the Customer.

Customer the legal entity, set out in the Order Acknowledgement, which purchases the Goods and/or Services and licences the Content from Oceanic.

Development Services the development of the Bespoke Content that, if stipulated in the Order Acknowledgement, Oceanic shall provide to the Customer.

End User the Customer's customer, and the purchaser of any products and/or services from the Customer that incorporate or utilise the Goods.

Force Majeure Event has the meaning given in clause 19.

Goods the goods, which where relevant shall include the Content, that Oceanic shall supply to the Customer, as set out in the Order Acknowledgement.

Intellectual Property Rights patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Normal Business Hours 8.00 am to 5.00 pm local UK time, each Business Day.

Oceanic Oceanic Systems (UK) Ltd, registered in England and Wales with company number 09989398.

Order Acknowledgement the written document that Oceanic shall provide to the Customer containing specific information relating to the particular goods and services supplied or to be arranged to be supplied by Oceanic to the Customer.

Purchase Order the written document or communication, provided to Oceanic by the Customer, which sets out the particular goods and services that the Customer would like to purchase.

Services the Development Services, the Commissioning Services and/or the Support Services, that according to the Order Acknowledgement, Oceanic shall provide to the Customer.

Shipment Location the location, if applicable, where Oceanic shall ship the Goods to, as set out in the Order Acknowledgement.

Support Services the support services to be provided by Oceanic to the Customer, as set out in clause 10.

Support Services Policy Oceanic's policy for providing support in relation to the Goods, as made available by Oceanic to the Customer from time to time.

Technical Specification has the meaning given in clause 8.1

Terms and Conditions these terms and conditions, as amended from time to time in accordance with clause 20.8.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7 A reference to writing or written includes email.

1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Basis of Agreement

2.1 The Customer's submission of a Purchase Order to Oceanic constitutes an offer by the Customer to purchase Goods and/or Services from Oceanic in accordance with these Terms and Conditions.

2.2 The Purchase Order shall only be deemed to be accepted when Oceanic issues the Order Acknowledgement to the Customer. However, if the terms of the Order Acknowledgement (and/or these Terms and Conditions) are considered to be a counteroffer, then any act of the Customer which takes place after its receipt of the Order Acknowledgement that highlights its intention to receive the Goods

and/or Services shall be considered as acceptance of the Order Acknowledgement and these Terms and Conditions.

2.3 Any samples, drawings, descriptive matter or advertising issued by Oceanic and any descriptions of the Goods and/or Services contained in Oceanic's catalogues, brochures, documentation or on Oceanic's website are issued or published for the sole purpose of giving an approximate idea of the Goods, Services and/or Content described in them. They shall not form part of the Agreement nor have any contractual force.

2.4 In the event of a conflict between these Terms and Conditions and the Order Acknowledgement, then the Order Acknowledgement shall prevail over these Terms and Conditions.

2.5 These Terms and Conditions apply to the Agreement to the exclusion of any other terms submitted, proposed or stipulated by the Customer in whatever form and at whatever time, or which are implied by law, trade custom, practice or course of dealing.

2.6 The Customer acknowledges and agrees that any terms and conditions that are attached or referred to in the Purchase Order shall be purely for the Customer's administrative purposes and shall not form part of this Agreement.

2.7 Any quotation given by Oceanic shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

2.8 All of these Terms and Conditions shall apply to the supply of Goods, Services and Content except where application to one is specified.

3. Supply, delivery and use of the Goods

3.1 The Goods are described in Oceanic's marketing documentation.

3.2 Oceanic shall ensure that the Goods are accompanied by a note which shows Oceanic's reference number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage and/or usage instructions (if the same are not provided by another form of communication) and, if the Goods are being supplied in instalments, the outstanding balance of Goods remaining to be supplied.

3.3 Oceanic shall notify the Customer in writing when the Goods are available for collection/dispatch from Oceanic's facilities. Delivery shall be deemed to have taken place and risk in the Goods shall pass to the Customer upon Oceanic's provision of such written notice.

3.4 Unless stated in the Order Acknowledgement or otherwise agreed by the parties in writing, Oceanic shall not be required to deliver the Goods until the Customer has paid the invoice issued by Oceanic in accordance with clause 12.5.2.2.

3.5 Oceanic may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.6 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Oceanic shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Oceanic with adequate delivery instructions or any other instructions that are relevant to the delivery of the Goods.

3.7 Unless the Order Acknowledgement states, or the Customer has otherwise requested in writing prior to delivery, that it, or a third-party courier, shall, collect the Goods from Oceanic's facilities, Oceanic will arrange for the shipment of the Goods to the Shipment Location and shall invoice the Customer for all the costs associated with such shipment.

3.8 If the Order Acknowledgement states, or the Customer has otherwise requested in writing prior to delivery, that it, or a third-party courier, shall, collect the Goods from Oceanic's premises, and the Customer (or the third-party courier) fails to take delivery of such Goods at Oceanic's premises within five Business Days of being notified under clause 3.3, then Oceanic shall store the Goods until re-delivery takes place, and charge the Customer for all related costs and expenses (including insurance). If a further five Business Days pass and the Customer has not taken possession of such Goods, Oceanic may immediately terminate this Agreement and resell or otherwise dispose of the Goods.

4. Quality of Goods

4.1 Unless stated in the Order Acknowledgement or otherwise agreed by the parties in writing, Oceanic warrants that on making the Goods available for collection/dispatch, and for a period of 12 months from such date (**warranty period**), the Goods shall:

4.1.1 conform in all material respects with their description;

4.1.2 be free from material defects in design, material and workmanship; and

4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

4.1.4 be fit for any purpose held out by Oceanic.

4.2 Subject to clause 4.3, Oceanic shall, at its option, repair or replace the defective Goods if:

4.2.1 the Customer gives notice in writing to Oceanic during the warranty period as soon as reasonably practicable upon discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1;

4.2.2 the Customer returns such Goods, at the Customer's cost, to Oceanic's premises (or such other address notified to the Customer by Oceanic in writing), unless Oceanic notifies the Customer in writing that it does not require such Goods to be returned; and

4.2.3 Oceanic is given a reasonable opportunity of examining such Goods.

4.3 Oceanic shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:

4.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 4.2;

4.3.2 the defect arises because the Customer failed to follow Oceanic's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

4.3.3 the Customer alters or repairs such Goods without the written consent of Oceanic;

4.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

4.3.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

4.4 Except as provided in this clause 4, Oceanic shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.5 These Terms and Conditions shall apply to any repaired or replacement Goods supplied by Oceanic.

5. **Title and Risk**
- 5.1 The risk in the Goods shall pass to the Customer in accordance with clause 3.3.
- 5.2 Subject to clause 5.3, title to the Goods shall not pass to the Customer until:
- 5.2.1 Oceanic receives payment in full (in cash or cleared funds) for the Goods; or
- 5.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 5.5.
- 5.3 The transference of title in the Goods in accordance with clause 5.2, shall not include the transference of title in the Content included in, or used by, the Goods. The title in such Content shall at all times remain the sole and exclusive property of Oceanic.
- 5.4 Until title to the Goods has passed to the Customer in accordance with clause 5.2, the Customer shall:
- 5.4.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Oceanic's property;
- 5.4.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 5.4.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Oceanic's behalf from the date of delivery;
- 5.4.4 notify Oceanic immediately if the Customer becomes subject to any of the events listed in clause 17.2.2 to clause 17.2.4; and
- 5.4.5 give Oceanic such information as Oceanic may reasonably require from time to time relating to:
- 5.4.5.1 the Goods; and
- 5.4.5.2 the ongoing financial position of the Customer.
- 5.5 Subject to clause 5.6, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Oceanic receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 5.5.1 it does so as principal and not as Oceanic's agent; and
- 5.5.2 title to the Goods shall pass from Oceanic to the Customer immediately before the time at which resale by the Customer occurs.
- 5.6 At any time before title to the Goods passes to the Customer, Oceanic may:
- 5.6.1 by notice in writing, terminate the Customer's right under clause 5.5 to resell the Goods or use them in the ordinary course of its business; and
- 5.6.2 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
6. **Licence of Content**
- 6.1 Oceanic hereby grants to the Customer a non-exclusive licence to use the Content included within or used by the Goods for the full period of the copyright in such Content.
- 6.2 Oceanic reserves the right to grant a licence to use the Content to any other party or parties at any time.
- 6.3 Oceanic does not warrant that the use of the Content will be uninterrupted or error-free.
- 6.4 The Customer accepts responsibility for the selection of the Content to achieve its intended results and acknowledges that the Content, save for any Bespoke Content, has not been developed to meet the individual requirements of the Customer.
- 6.5 The Customer acknowledges that any Open-Source Software provided by Oceanic is provided "as is" and expressly subject to the disclaimer in clause 11.3.2.
- 6.6 Oceanic may require the Customer (and any End Users) to cease all use of any of the Content (and the Goods that include or use the Content) if it reasonably believes that the Customer's use of the Content infringes the Intellectual Property Rights of any third party or breaches any applicable law or regulation. In this instance, Oceanic shall provide the Customer with alternative content with substantially the same features or functionality so as to avoid such infringement.
- 6.7 The Customer shall obtain, at its own cost, all clearances, consents and provisions (including from any relevant authorities, collecting societies and other relevant third parties) that are required in connection with its exploitation of the Content, and shall pay any applicable fees and royalties to any relevant collection societies in accordance with their rules.
- 6.8 The Customer shall not and shall ensure that the End Users shall not:
- 6.8.1 Attempt to modify, create derivative works from, republish, transmit, or distribute all or any Content in any form or media or by any means; or
- 6.8.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any Content.
- 6.9 The Customer shall not and shall ensure that any End Users and permitted sublicensees shall not, infringe any moral rights (as defined in Chapter IV of the Copyright, Designs and Patents Act 1988) that subsist in respect of the Content.
- 6.10 The Customer shall ensure that the Content is kept secure and in an encrypted form, and shall prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Content.
- 6.11 If the Customer becomes aware of any misuse of any Content, or any security breach in connection with this Agreement that could compromise the security or integrity of the Content or otherwise adversely affect Oceanic, the Customer shall, at the Customer's expense, promptly notify Oceanic and fully co-operate with Oceanic to remedy the issue as soon as reasonably practicable. Oceanic may suspend the Customer's rights under this Agreement until the misuse or security breach is remedied.
7. **Supply of Services**
- 7.1 Oceanic shall:
- 7.1.1 provide the Services with all due skill, care and diligence using appropriately experienced and qualified personnel;
- 7.1.2 ensure that its employees, agents and subcontractors have the necessary skill to provide any Services;
- 7.1.3 any Services will be provided in a professional, competent and workmanlike manner; and
- 7.1.4 comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of its rights and performance of its obligations under this Agreement.
- 7.2 Oceanic is not responsible for any people, equipment, deliverables or services that it has not expressly stipulated to provide in this Agreement. The Customer is responsible for any people, equipment, deliverables and services that it needs to obtain from someone other than Oceanic. Except for any matter in relation to which Oceanic specifically agrees in writing to advise or do, it shall not be responsible, or have any liability (subject to clause 16.3) for advising on, or failing to advise on, or doing, or failing to do, anything else.
- 7.3 Subject to Oceanic performing the Services within any timeframe agreed as being necessary for the performance of the Services, it may select its own working times and location.
- 7.4 Oceanic shall use its reasonable endeavours to perform the Services under this Agreement within any timescales set out in this Agreement. However, subject to clause 16.3, it shall not have any liability for any delays or failures to accurately perform the Services:
- 7.4.1 if Oceanic has used those endeavours; or
- 7.4.2 if caused by any failure or delay on the Customer's part or on the part of the Customer's employees, agents or subcontractors or by any breach by the Customer of this Agreement or any other agreement.
- If there is any slippage in time, the Customer shall use its reasonable endeavours to reschedule delayed tasks to a mutually convenient time.
8. **Development Services**
- If the Order Acknowledgement stipulates that Oceanic shall provide the Development Services to the Customer, the following provisions shall apply:
- 8.1 If the Customer requires Oceanic to provide the Development Services, it shall, when submitting the Purchase Order to Oceanic in accordance with clause 2.1, provide Oceanic with a technical specification setting out a specification for the Bespoke Content (the **Technical Specification**).
- 8.2 Oceanic shall only be required to provide the Development Services if it confirms in writing its acceptance of the Technical Specification. If such acceptance is received by the Customer, Oceanic shall perform the Development Services.
- 8.3 Upon the completion of the Development Services, Oceanic shall make the Bespoke Content available to the Customer for it to carry out acceptance tests to verify whether the Bespoke Content materially complies with the Technical Specification (**Acceptance Tests**) and the Customer shall carry out such Acceptance Tests within 5 (five) Business Days of Oceanic making such Bespoke Content available to the Customer.
- 8.4 If the Bespoke Content fails the Acceptance Tests, the Customer shall provide a written notice to this effect, giving details of such failure(s). Oceanic shall remedy the defects and/or deficiencies and the Acceptance Tests shall be repeated within a reasonable time.
- 8.5 If the Bespoke Content fails to pass any repeated Acceptance Tests, the Customer may either:
- 8.5.1 amend the Technical Specification; or
- 8.5.2 terminate this Agreement with immediate effect and Oceanic shall refund to the Customer any amount paid in advance for any Goods which the Customer stated in writing to Oceanic that it intended the Bespoke Content to be incorporated into.
- 8.6 Acceptance of the Bespoke Content shall be deemed to have occurred on whichever is the earliest of:
- 8.6.1 the failure of the Customer to carry out the Acceptance Tests within the timeframe set out in clause 8.3;
- 8.6.2 written acceptance provided to Oceanic by the Customer; or
- 8.6.3 the expiry of 5 (five) Business Days after the completion of the Acceptance Tests and the Customer has not notified Oceanic in accordance with clause 8.4.
- 8.7 Following the Customer's acceptance of the Bespoke Content, the parties shall mutually agree into which of the Goods ordered by the Customer, the Bespoke Content shall be incorporated.
- 8.8 The Customer shall indemnify Oceanic 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 and other professional costs and expenses) suffered or incurred by Oceanic arising out of or in connection with any claim that the Bespoke Content infringes a third party's Intellectual Property Rights.
9. **Commissioning Services**
- 9.1 If stipulated in the Order Acknowledgement, Oceanic shall assist the Customer in incorporating the Goods into the products that the Customer intends to make available for sale to End Users (the **Commissioning Services**).
- 9.2 Upon the successful completion of the Commissioning Services, Oceanic shall provide the Customer with a certificate of conformance to verify that the Goods have been installed successfully and are operating in accordance with clause 4.1.
10. **Support Services**
- 10.1 Oceanic will provide the Customer with Oceanic's standard customer support services during Normal Business Hours in accordance with Oceanic's Support Services Policy in effect at the time that the Goods are delivered to the Customer (the **Support Services**). Oceanic may amend the Support Services Policy in its sole and absolute discretion from time to time. If stipulated in the Purchase Order, the Customer may purchase enhanced support services separately at Oceanic's rates that are in force from time to time.
11. **Customer's Obligations**
- 11.1 The Customer shall:
- 11.1.1 ensure that the terms of the Order are complete and accurate;
- 11.1.2 co-operate with Oceanic in all matters relating to the Services;
- 11.1.3 provide Oceanic, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Oceanic to provide the Services;
- 11.1.4 provide Oceanic with such information and materials as Oceanic may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 11.1.5 where applicable, prepare the Customer's property and/or premises for the supply of the Services;
- 11.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and comply with all applicable laws, including health and safety laws.
- 11.1.7 If Oceanic is delayed or hindered in providing any Services as a result of any breach, delay or failure by the Customer to perform any of the Customer's obligations under this Agreement or of any other agreement between Oceanic and

	the Customer, Oceanic may charge the Customer at Oceanic's time and material rates for:		party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 15; and
11.2.1	any time reasonably incurred as a result of the hindrance or breach (including any wasted time for which Oceanic had anticipated that its personnel would provide Services under this Agreement but become unable to provide the Services at that time as a result of the Customer's act or omission); and	15.2.2	as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
11.2.2	any time that Oceanic was going to spend in providing the Services, in addition to the time actually spent in providing the Services.	15.3	No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.
11.3	Except as specifically stipulated in this Agreement, Oceanic:	16.	Limitation of Liability
11.3.1	shall not be responsible for providing or achieving any particular results or outcomes or within a particular time; and	16.1	Oceanic has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover Oceanic has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
11.3.2	exclude all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Goods, Services and/or the Content.	16.2	This clause 16 prevails over all of this Agreement and sets forth Oceanic's entire liability, and its sole and exclusive remedies, in respect of:
12.	Charges and payment	16.2.1	performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or any services in connection with this Agreement; or
12.1	The price for Goods:	16.2.2	otherwise in relation to this Agreement or entering into this Agreement.
12.1.1	shall be the price set out in the Order Acknowledgement or, if no price is quoted, the price set out in Oceanic's published price list as at the date of the Order Acknowledgement; and	16.3	Neither party excludes or limits its liability for:
12.1.2	shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.	16.3.1	its fraud; or
12.2	The price for the Development Services shall be the price set out in the Order Acknowledgement.	16.3.2	death or personal injury caused by its negligence; or
12.3	The charges for Commissioning Services shall be calculated on a time and materials basis:	16.3.3	any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
12.3.1	the charges shall be calculated in accordance with Oceanic's daily fee rates, as set out in the Order Acknowledgement;	16.3.4	any other liability which cannot be excluded or limited by applicable law.
12.3.2	Oceanic's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days; and	16.4	Subject to clause 16.3, Oceanic shall not have any liability in respect of any:
12.3.3	Oceanic shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Oceanic engages in connection with the Commissioning Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Oceanic for the performance of the Commissioning Services, and for the cost of any materials.	16.4.1	indirect or consequential losses, damages, costs or expenses;
12.4	Oceanic reserves the right to:	16.4.2	loss of actual or anticipated profits;
12.4.1	increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Oceanic that is due to:	16.4.3	loss of contracts;
12.4.1.1	any factor beyond the control of Oceanic (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);	16.4.4	loss of use of money;
12.4.1.2	(any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or	16.4.5	loss of anticipated savings;
12.4.1.3	any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Oceanic adequate or accurate information or instructions in respect of the Goods.	16.4.6	loss of revenue;
12.5	Unless stipulated in the Order Acknowledgement or otherwise agreed by the parties in writing from time to time, Oceanic shall issue invoices to the Customer for the amounts due under this Agreement as follows:	16.4.7	loss of goodwill;
12.5.1	for the Development Services - Oceanic shall invoice the Customer for the price of the Development Services upon the Customer's acceptance of the Bespoke Content in accordance with clause 8.6;	16.4.8	loss of reputation;
12.5.2	for the Goods - Oceanic shall invoice the Customer for:	16.4.9	loss of business;
12.5.2.1	50 (fifty) per cent of the price of the Goods on the Commencement Date; and	16.4.10	ex gratia payments;
12.5.2.2	50 (fifty) per cent of the price of the Goods on the date that Oceanic notifies the Customer that the Goods are ready to be dispatched for delivery to the Customer; and	16.4.11	loss of operation time;
12.5.3	for the Commissioning Services - Oceanic shall invoice the Customer for the charges incurred in the performance of the Commissioning Services (including any related expenses) upon the completion of the Commissioning Services.	16.4.12	loss of opportunity;
12.6	The Customer shall pay any invoice issued by Oceanic in accordance with clause 12.5 as soon as reasonably possible and in any event no later than [30] days of the date of the invoice. Payment shall be made in full and in cleared funds to a bank account nominated in writing by Oceanic.	16.4.13	loss caused by the diminution in value of any asset; or
12.7	All amounts payable by the Customer under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by Oceanic to the Customer, the Customer shall, on receipt of a valid VAT invoice from Oceanic, pay to Oceanic such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.	16.4.14	loss of, damage to, or corruption of, data,
12.8	All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).		whether or not such losses were reasonably foreseeable or Oceanic or its agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, clauses 16.4.2 to 16.4.14 (inclusive) apply whether such losses are direct, indirect, consequential or otherwise.
13.	Intellectual Property Rights	16.5	Subject to clause 16.3, Oceanic's total aggregate liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to the greater of 100 (one hundred) per cent of all amounts paid and total other sums payable, in aggregate, by the Customer to Oceanic under this Agreement.
13.1	All Intellectual Property Rights in the Goods, the Content and/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 Oceanic, including the Intellectual Property Rights in the Bespoke Content.	16.6	The limitation of liability under clause 16.5 has effect in relation both to any liability expressly provided for under this Agreement and to any liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
14.	Data Protection	16.7	The Customer acknowledges and accepts that Oceanic only provides the Goods, Services and/or Content to the Customer, and otherwise performs its obligations and exercises its rights, under this Agreement, on the express condition that it will not be responsible, nor, subject to clause 16.3, shall it have any liability, directly or indirectly, for any act or omission of the Customer, the Customer's employees, agents, contractors or customers or any third party.
14.1	Oceanic shall process any personal data belonging to the Customer's employees, agents, consultants and subcontractors in accordance with its privacy policy in force from time to time.	17.	Termination
14.2	The Customer shall not share with Oceanic any personal data belonging to, or controlled by, any End User.	17.1	Without affecting any other right or remedy available to it, either party may terminate the Agreement by giving the other party not less than 30 (thirty) days' written notice.
15.	Confidentiality	17.2	Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
15.1	Each party undertakes that it shall not at any time, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.	17.2.1	the other party commits a material breach of its obligations under the Agreement and (if such breach is remediable) fails to remedy that breach within 14 (fourteen) days after receipt of notice in writing to do so;
15.2	Each party may disclose the other party's Confidential Information:	17.2.2	the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
15.2.1	to its employees, officers, representatives, contractors or subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each	17.2.3	the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
		17.2.4	the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.
		17.3	Without affecting any other right or remedy available to it, Oceanic may suspend the supply of Services or all further deliveries of Goods under the Agreement or any other contract between the Customer and Oceanic if the Customer fails to pay any amount due under the Agreement on the due date for payment, the Customer becomes subject to any of the events listed in clause 17.2.2 to clause 17.2.4, or Oceanic reasonably believes that the Customer is about to become subject to any of them.
		18.	Consequences of Termination
		18.1	On termination of the Agreement:
		18.1.1	the Customer shall immediately pay to Oceanic all of Oceanic's outstanding unpaid invoices and interest;

- 18.1.2 the Customer shall return all Oceanic materials and any Goods which have not been fully paid for. If the Customer fails to do so, Oceanic may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement.
- 18.2 Termination of the Agreement shall not affect any rights, remedies, obligations, and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination of the Agreement.
- 18.3 Any provision of the Agreement that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
19. **Force Majeure**
- 19.1 Neither party shall be in breach of the Agreement nor liable for delay in performing or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be. If the period of delay or non-performance continues for 60 (sixty) days, the party not affected may terminate the Agreement immediately by written notice to the affected party.
20. **General**
- 20.1 **Assignment and other dealings.** 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 the Agreement without the prior written consent of Oceanic.
- 20.2 **Notices.**
- 20.2.1 Any notice given to either party under or in connection with this Agreement shall be in writing, addressed to the relevant party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or email.
- 20.2.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 20.2.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, at the point of transmission provided that a confirmatory copy is posted to the address referred to in clause 20.2.1.
- 20.2.3 The provisions of this clause 20.2 shall not apply to the service of any proceedings or other documents in any legal action.
- 20.3 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part provision of the Agreement is deemed deleted under this clause 20.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 20.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.5 **No partnership or agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 20.6 **Entire agreement.**
- 20.6.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.6.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Agreement.
- 20.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 20.7 **Third party rights.** Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 20.8 **Variation.** Except as set out in these Terms and Conditions, no variation of the Agreement shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 20.9 **Governing law and jurisdiction.**
- 20.9.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 20.9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.