



RSD Vantage Limited

TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

SEPTEMBER 2026

RSD SUPPLIES & SERVICES LIMITED T/A RSD VANTAGE

TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

1 INTERPRETATION

1.1 Definitions

In these Conditions, the following definitions apply:

"Commencement Date" has the meaning set out in clause 2.1;

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 17.7;

"Contract" means the contract between RSD Supplies & Services Limited T/A RSD Vantage and the Customer for the supply of Goods and/or Services comprising the Order and these Conditions;

"Customer" means the person or firm who purchases the Goods and/or Services from RSD Supplies & Services Limited T/A RSD Vantage as set out in the Order;

"Deliverables" means the products and materials developed by the Supplier in relation to the Services in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts) set out in the Order;

"Delivery Location" has the meaning set out in clause 5.2;

"Force Majeure Event" has the meaning given to it in clause 16.1;

"Goods" means the goods (or any part of them) set out in the Order;

"Goods Specification" means any specification for the Goods, including any relevant plans or drawings, set out in the Order;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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;

"RSD Supplies & Services Limited T/A RSD Vantage" supplier means RSD Supplies & Services Limited T/A RSD Vantage, a company incorporated in Scotland (Registered Number SC196096) with a registered office at Norton Centre, Poynerook Road, Aberdeen AB11 5RW;

"Materials" has the meaning set out in clause 9.1.6;

"Order" means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form;

"Quotation" means the description and estimate of the costs for the Goods and/or Services provided by RSD Supplies & Services Limited T/A RSD Vantage to the Customer prior to entering the Contract;

"Services" means the services, including the Deliverables, supplied by RSD Supplies & Services Limited T/A RSD Vantage to the Customer as set out in the Order;

"Service Specification" means the description or specification for the Services set out in the Order; and

"Term" has the meaning set out in clause 3.

1.2 Interpretation

In these Conditions, the following rules apply:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 a reference to writing or written includes faxes and e-mails.

2 BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase the Goods and / or Services as set in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when RSD Supplies & Services Limited T/A RSD Vantage issues its written acceptance of the Order at which point and on which date the Contract shall come into existence (**"Commencement Date"**).
- 2.3 The Contract and these Conditions constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of RSD Supplies & Services Limited T/A RSD Vantage which is not set out in the Contract or these Conditions.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by RSD Supplies & Services Limited T/A RSD Vantage and any descriptions of the Goods or illustrations or descriptions of the Services contained in RSD Supplies & Services Limited T/A RSD Vantage's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Both the Customer and RSD Supplies & Services Limited T/A RSD Vantage acknowledge that any terms or conditions referred to in the Customer's purchase order are expressly excluded.

3 TERM

The Contract shall continue from the Commencement Date for the period of time specified in the Order, subject to the termination provisions set out in clause 15 (**"Term"**).

4 GOODS

- 4.1 The Goods supplied by RSD Supplies & Services Limited T/A RSD Vantage will be as described in the Quotation provided to the Customer except as modified by a Goods Specification.

4.2 RSD Supplies & Services Limited

T/A RSD Vantage reserves the right to amend the Goods Specification where required by applicable statutory, health and safety or regulatory requirements

5 DELIVERY OF GOODS

- 5.1 RSD Supplies & Services Limited T/A RSD Vantage shall ensure that:
 - 5.1.1 each delivery of the Goods is accompanied by a delivery note which shows all relevant Customer reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any); and
 - 5.1.2 if RSD Supplies & Services Limited T/A RSD Vantage requires the Customer to return any packaging material to RSD Supplies & Services Limited T/A RSD Vantage, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as RSD Supplies & Services Limited T/A RSD Vantage shall reasonably request. Returns of packaging materials shall be at RSD Supplies & Services Limited T/A RSD Vantage's expense.
- 5.2 RSD Supplies & Services Limited T/A RSD Vantage shall deliver the Goods to the location as set out in the Order (**"Delivery Location"**) at any time after RSD Supplies & Services Limited T/A RSD Vantage notifies the Customer that the Goods are ready.
- 5.3 Delivery of the Goods shall be completed on the Goods arrival at the Delivery Location.
- 5.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. RSD Supplies & Services Limited T/A RSD Vantage shall not be liable for any delay in delivery of the Goods, including where late delivery is caused by a Force Majeure Event or the Customer's failure to provide RSD Supplies & Services Limited T/A RSD Vantage with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5 RSD Supplies & Services Limited T/A RSD Vantage 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.

6 QUALITY OF GOODS

- 6.1 RSD Supplies & Services Limited T/A RSD Vantage warrants that on delivery the Goods shall:
 - 6.1.1 conform in all material respects with their description and any applicable Goods Specification; and
 - 6.1.2 be free from any material defects in design, material and workmanship.
- 6.2 Subject to clause 6.3, if:
 - 6.2.1 the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
 - 6.2.2 RSD Supplies & Services Limited T/A RSD Vantage is given a reasonable opportunity of examining such Goods; and
 - 6.2.3 the Customer (if asked to do so by RSD Supplies & Services Limited T/A RSD Vantage) returns such Goods to RSD Supplies & Services Limited T/A RSD Vantage's place of business at the Customer's cost,RSD Supplies & Services Limited T/A RSD Vantage shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.3 RSD Supplies & Services Limited T/A RSD Vantage shall not be liable for the Goods' failure to comply with the warranty in clause 6.1 if:
 - 6.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 6.2;
 - 6.3.2 the defect arises because the Customer failed to follow RSD Supplies & Services Limited T/A RSD Vantage'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;
 - 6.3.3 the defect arises as a result of RSD Supplies & Services Limited T/A RSD Vantage following any drawing, design or Goods Specification supplied by the Customer;
 - 6.3.4 the Customer alters or repairs such Goods without the written consent of RSD Supplies & Services Limited T/A RSD Vantage;
 - 6.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 6.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards in accordance with Clause 4.2.
- 6.4 Except as provided in this clause 6, RSD Supplies & Services Limited T/A RSD Vantage shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by RSD Supplies & Services Limited T/A RSD Vantage under clause 6.2.

7 TITLE AND RISK

- 7.1 Risk in the Goods shall pass to the Customer on completion of delivery at the Delivery Location.
- 7.2 Title to the Goods shall not pass to the Customer until RSD Supplies & Services Limited T/A RSD Vantage receives payment in full (in cash or cleared funds) for the Goods.

- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as RSD Supplies & Services Limited T/A RSD Vantage's property;
- 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on RSD Supplies & Services Limited T/A RSD Vantage's behalf from the date of delivery;
- 7.3.4 notify RSD Supplies & Services Limited T/A RSD Vantage immediately if it becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.7; and
- 7.3.5 give RSD Supplies & Services Limited T/A RSD Vantage such information relating to the Goods as RSD Supplies & Services Limited T/A RSD Vantage may require from time to time.
- 7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.7, then, without limiting any other right or remedy RSD Supplies & Services Limited T/A RSD Vantage may have:
- 7.4.1 the Customer's right to use them in the ordinary course of its business ceases immediately; and
- 7.4.2 RSD Supplies & Services Limited T/A RSD Vantage may at any time:
- (a) require the Customer to deliver up all Goods in its possession; and
- (b) 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.
- ## 8 SUPPLY OF SERVICES
- 8.1 RSD Supplies & Services Limited T/A RSD Vantage shall provide the Services to the Customer in accordance with the Service Specification in all material respects, using reasonable care and skill.
- 8.2 RSD Supplies & Services Limited T/A RSD Vantage shall use reasonable endeavours to meet any performance dates for the Services as the parties may agree, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 RSD Supplies & Services Limited T/A RSD Vantage shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services. In particular, RSD Supplies & Services Limited T/A RSD Vantage shall not be under any obligation to connect or keep connected any equipment if it does not comply with the Act or if in the reasonable opinion of RSD Supplies & Services Limited T/A RSD Vantage it could lead to death or personal injury.
- ## 9 CUSTOMER'S OBLIGATIONS
- 9.1 The Customer shall:
- 9.1.1 ensure that the terms of any Goods Specification and Service Specification are complete and accurate;
- 9.1.2 co-operate with RSD Supplies & Services Limited T/A RSD Vantage in all matters relating to the Goods and/or Services;
- 9.1.3 provide RSD Supplies & Services Limited T/A RSD Vantage, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by RSD Supplies & Services Limited T/A RSD Vantage to provide the Services;
- 9.1.4 provide RSD Supplies & Services Limited T/A RSD Vantage with such information and materials as RSD Supplies & Services Limited T/A RSD Vantage may reasonably require to supply the Goods and/or Services, and ensure that such information is accurate in all material respects;
- 9.1.5 obtain and maintain all necessary licences, agreements, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 9.1.6 keep and maintain all materials, equipment, documents and other property of RSD Supplies & Services Limited T/A RSD Vantage ("**Materials**") at the Customer's premises in safe custody at its own risk;
- 9.1.7 maintain the Materials in good condition until returned to RSD Supplies & Services Limited T/A RSD Vantage; and
- 9.1.8 not dispose of or use the Materials other than in accordance with RSD Supplies & Services Limited T/A RSD Vantage's written instructions or authorisation;
- 9.2 In the event of any act or omission by the Customer or failure by the Customer to perform any of its relevant obligations ("**Customer Default**"):
- 9.2.1 RSD Supplies & Services Limited T/A RSD Vantage shall without limiting its other rights or remedies have the right to suspend the supply of Services and/or all further deliveries of Goods under the Contract or any other contract between the Customer and RSD Supplies & Services Limited T/A RSD Vantage in accordance with clause 14 until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays RSD Supplies & Services Limited T/A RSD Vantage's performance of any of its obligations;
- 9.2.2 RSD Supplies & Services Limited T/A RSD Vantage shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from RSD Supplies & Services Limited T/A RSD Vantage's failure or delay to perform any of its obligations as set out in this clause 9; and
- 9.2.3 the Customer shall reimburse RSD Supplies & Services Limited T/A RSD Vantage on written demand for any costs, losses, claims, fines or damages sustained or incurred by RSD Supplies & Services Limited T/A RSD Vantage arising directly or indirectly from the Customer Default or any suspension of the Services arising from the Customer Default.
- ## 10 CHARGES AND PAYMENT
- 10.1 The price for Goods and/or Services shall be the price set out in the Order or, if no price is quoted, the price set out in RSD Supplies & Services Limited T/A RSD Vantage's published price list as at the date of delivery.
- 10.2 RSD Supplies & Services Limited T/A RSD Vantage reserves the right to increase the charges for the Services provided the Customer is given written notice of any such increase 30 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify RSD Supplies & Services Limited T/A RSD Vantage in writing within 30 days of the date of RSD Supplies & Services Limited T/A RSD Vantage's notice and RSD Supplies & Services Limited T/A RSD Vantage shall have the right without limiting its other rights or remedies to terminate the Contract by giving written notice to the Customer.
- 10.3 RSD Supplies & Services Limited T/A RSD Vantage reserves the right to 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 RSD Supplies & Services Limited T/A RSD Vantage that is due to:
- 10.3.1 cost increases imposed on RSD Supplies & Services Limited T/A RSD Vantage by the third party supplier; or
- 10.3.2 any factor beyond the control of RSD Supplies & Services Limited T/A RSD Vantage (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or
- 10.3.3 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 10.3.4 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give RSD Supplies & Services Limited T/A RSD Vantage adequate or accurate information or instructions in respect of the Goods.
- 10.4 In respect of Goods, RSD Supplies & Services Limited T/A RSD Vantage shall invoice the Customer after completion of delivery. In respect of Services, RSD Supplies & Services Limited T/A RSD Vantage shall invoice the Customer on a monthly basis in arrears. The Customer shall pay each invoice submitted by RSD Supplies & Services Limited T/A RSD Vantage within 30 days of the date of the invoice into a bank account nominated in writing by RSD Supplies & Services Limited T/A RSD Vantage from time to time. This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.
- 10.5 All amounts payable by the Customer under the Contract 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 Contract by RSD Supplies & Services Limited T/A RSD Vantage to the Customer, the Customer shall, on receipt of a valid VAT invoice from RSD Supplies & Services Limited T/A RSD Vantage, pay to RSD Supplies & Services Limited T/A RSD Vantage 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.
- 10.6 If the Customer fails to make any payment due to RSD Supplies & Services Limited T/A RSD Vantage under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 10.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. RSD Supplies & Services Limited T/A RSD Vantage may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by RSD Supplies & Services Limited T/A RSD Vantage to the Customer.
- ## 11 INTELLECTUAL PROPERTY RIGHTS
- 11.1 All Intellectual Property Rights in, or arising out of, or in connection with, the Services shall be owned by RSD Supplies & Services Limited T/A RSD Vantage (other than Intellectual Property Rights in any materials provided by the Customer).
- 11.2 The Customer grants RSD Supplies & Services Limited T/A RSD Vantage a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to RSD Supplies & Services Limited T/A RSD Vantage for the purpose of providing the Services to the Customer.
- ## 12 CONFIDENTIALITY
- 12.1 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 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- ## 13 LIMITATION OF LIABILITY
- 13.1 Nothing in these Conditions shall limit or exclude RSD Supplies & Services Limited T/A RSD Vantage's liability for:
- 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- 13.1.2 fraud or fraudulent misrepresentation.
- 13.2 Subject to clause 13.1:
- 13.2.1 RSD Supplies & Services Limited T/A RSD Vantage shall under no circumstances whatsoever be liable to the Customer, whether in contract, delict, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of anticipated savings, loss and/or corruption of data or any indirect or consequential loss arising under or in connection with the Contract; and

- 13.2.2 RSD Supplies & Services Limited T/A RSD Vantage's total aggregate liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer to RSD Supplies & Services Limited T/A RSD Vantage for the Goods and Services (in accordance with Clause 10) in the 12 months prior to the month in which the event giving rise to such liability took place.
- 13.3 For the avoidance of doubt, RSD Supplies & Services Limited T/A RSD Vantage shall under no circumstances be liable to the Customer for any alternative supplier's charges, irrespective of whether the Customer has appointed the alternative supplier due to a failure of the Goods and/or Services or for any other reason.
- 13.4 This clause 13 shall survive termination of the Contract.
- 14 SUSPENSION OF SERVICES**
- 14.1 RSD Supplies & Services Limited T/A RSD Vantage may at its sole discretion upon giving written notice to the Customer elect to suspend the supply of Services and/or all further deliveries of Goods under the Contract or any other contract between the Customer and RSD Supplies & Services Limited T/A RSD Vantage until further notice in the event:
- 14.1.1 of Customer Default (as defined in clause 9.3); or
- 14.1.2 RSD Supplies & Services Limited T/A RSD Vantage is entitled to terminate the Contract in accordance with clause 15.
- 14.2 In accordance with clause 9.3.4, where RSD Supplies & Services Limited T/A RSD Vantage suspends the supply of Services and/or all further deliveries of Goods as a consequence of Customer Default, the Customer shall reimburse RSD Supplies & Services Limited T/A RSD Vantage for any costs, losses, claims, fines or damages sustained or incurred by RSD Supplies & Services Limited T/A RSD Vantage arising directly or indirectly from such suspension.
- 14.3 For the avoidance of doubt, RSD Supplies & Services Limited T/A RSD Vantage's decision to suspend the supply of Services and/or all further deliveries of Goods under this clause 14 shall not prevent RSD Supplies & Services Limited T/A RSD Vantage from terminating the Contract.
- 15 TERMINATION**
- 15.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 15.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- 15.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or;
- 15.1.3 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 15.1.4 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1.2 or clause 15.1.3;
- 15.1.5 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 15.1.6 the other party's financial position deteriorates to such an extent that in RSD Supplies & Services Limited T/A RSD Vantage's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 15.1.7 any licence, agreement, permission or consent which may be required for the Services is revoked or ceases to have effect, which for the avoidance of doubt includes any automatic dialler hire agreement or any licence which permits the Customer to operate its own telecommunications system.
- 15.2 Without limiting its other rights or remedies, RSD Supplies & Services Limited T/A RSD Vantage may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 15.3 On termination of the Contract for any reason:
- 15.3.1 the Customer shall immediately pay to RSD Supplies & Services Limited T/A RSD Vantage all of RSD Supplies & Services Limited T/A RSD Vantage's outstanding unpaid invoices and interest;
- 15.3.2 RSD Supplies & Services Limited T/A RSD Vantage shall submit an invoice, which shall be payable by the Customer immediately on receipt in respect of Services supplied but for which no invoice has yet been submitted;
- 15.3.3 the Customer shall return all Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then RSD Supplies & Services Limited T/A RSD Vantage 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 Contract;
- 15.3.4 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 15.3.5 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 16 FORCE MAJEURE**
- 16.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of RSD Supplies & Services Limited T/A RSD Vantage including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of RSD Supplies & Services Limited T/A RSD Vantage or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 16.2 RSD Supplies & Services Limited T/A RSD Vantage shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 16.3 If the Force Majeure Event prevents RSD Supplies & Services Limited T/A RSD Vantage from providing any of the Services and/or Goods for more than four weeks, RSD Supplies & Services Limited T/A RSD Vantage shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 17 GENERAL**
- 17.1 Assignment and other dealings
- 17.1.1 RSD Supplies & Services Limited T/A RSD Vantage may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 17.1.2 The Customer shall not, without the prior written consent of RSD Supplies & Services Limited T/A RSD Vantage, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.2 Notices
- 17.2.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that 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 in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier.
- 17.2.2 A notice or other communication shall be deemed to have been received:
- (a) if delivered personally, when left at the address referred to in clause 17.2.1;
- (b) if sent by pre-paid first class post or other next working day delivery service, 72 hours after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 17.3 Severance
- If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 17.4 Waiver
- A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.
- 17.5 No partnership or agency
- Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 17.6 Third parties
- A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 17.7 Variation
- Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by RSD Supplies & Services Limited T/A RSD Vantage.
- 17.8 Governing law
- This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Scots law.
- 17.9 Jurisdiction
- Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).



REGISTERED OFFICE: GRANDHOLM PRODUCTION SERVICES LIMITED,
CENTRUM HOUSE, 38 QUEEN STREET, GLASGOW, SCOTLAND, G1 3DX. COMPANY NO. SC608828.