



Terms Of Use

INTERPRETATION

This clause 1 sets out the definitions and rules of interpretation for these General Terms.

Unless the context otherwise requires, the following expressions shall have the following meanings:

Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement.

A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

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

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

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 under that statute or statutory provision.

A reference to writing or written does not include fax but does include e-mail.

Basis of Contract

Execution of a Service User Agreement by Buynex Limited and the Client will create a binding contract for the provision of those Services on the terms expressly agreed in writing in that Service User Agreement. The resulting Agreement will incorporate (except to the extent expressly varied by a Service User Agreement) these General Terms.

In the absence of a Service User Agreement, these General Terms on their own create no obligation or right on behalf of either party, except where expressly stated otherwise.

SERVICES

Buynex Limited shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

planned maintenance carried out during the maintenance window of 22.00 (pm) to 07.00 (am) UK time; and

unscheduled maintenance performed outside Normal Business Hours, provided that Buynex Limited has used reasonable endeavours to give the Client at least 6 Normal Business Hours' notice in advance via the Platform; and

emergency maintenance performed at any time, provided that Buynex Limited has used reasonable endeavours to minimise any disruption to the Service caused by such emergency maintenance.

[Buynex Limited will, as part of the Services and at no additional cost to the Client, provide the Customer with Buynex Limited' standard customer support services during Normal Business Hours however, the Client may purchase enhanced support services separately at Buynex Limited's then current rates.]

The Client acknowledges that Buynex Limited does not endorse or approve any Client, nor the Goods they provide or which is made available via or makes use of the Platform and/or the Services.

Buynex Limited makes no representation, warranty, or commitment and shall (subject to clause 15.2) have no liability or obligation whatsoever in relation to:

any third parties, other than the Client, who use the Platform or contribute to the Client Data or Services;

any transactions or contracts entered into or completed by the Customer, with any other Client (including but not limited to any Supply Contract).

User Accounts

Subject to the Agreement, Buynex Limited hereby grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Services, the Platform, the Software (by way of the Platform only) and the Documentation solely for the Client's internal business operations.

In relation to the Authorised Users, the Client undertakes that:

it will not allow or suffer any User Account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services, the Platform, the Software and the Documentation;

each Authorised User shall agree to, and abide with, the Agreement;

each Authorised User shall keep a secure password for his use of the Services, the Platform, the Software and the Documentation and that each Authorised User shall keep his password confidential;

it shall maintain a written, up to date list of current Authorised Users and provide such list to Buynex Limited on request;

it shall permit Buynex Limited to audit the Services in order to establish the name and password of each Authorised User; and

if any audit referred to in clause 4.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Buynex Limited' other rights, the Client shall promptly disable such passwords and Buynex Limited shall not issue any new passwords to any such individual.

The Client shall not, and shall ensure that no Authorised User shall, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services, the Platform and the Software that:

is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

facilitates illegal activity;

depicts sexually explicit images;

promotes unlawful violence;

is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

in a manner that is otherwise illegal or causes damage or injury to any person or property;

and Buynex Limited reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's (or any Authorised User's) access to any material that breaches the provisions of this clause.

The Client shall not:

except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, the Platform, the Software and/or the Documentation (as applicable) in any form or media or by any means; or

attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or the Software; or

access all or any part of the Services, the Platform, the Software and/or the Documentation in order to build a product or service which competes with the Services, the Platform, the Software and/or the Documentation; or

subject to clause 18.7(a), license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, the Platform, the Software and/or the Documentation available to any third party other than Authorised Users, or

attempt to obtain, or assist third parties in obtaining, access to the Services, the Platform, the Software and/or the Documentation, other than as provided under this clause 4.

The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, the Platform, the Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Buynex Limited.

Client's OBLIGATIONS and indemnity

The Client shall:

provide Buynex Limited with:

all necessary co-operation; and

all necessary access to information;

as may be required by Buynex Limited, in order to provide the Services, including but not limited to Client Data, copies of Supply Contracts, security access information and configuration services;

comply with all applicable laws and regulations with respect to its activities in respect of the Services and any Supply Contract entered into by it;

comply at all times with the terms of any Supply Contract entered into by it;

carry out all other Client Obligations set out in the Agreement in a timely and efficient;

ensure that the Authorised Users use the Services, the Platform, the Software and the Documentation in accordance with the Agreement and shall be responsible for any Authorised User's breach of the Agreement;

ensure that its computer and network systems comply with the relevant specifications required to operate the Software and access the Services as provided by Buynex Limited from time to time; and

be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Buynex Limited' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

The Client shall defend, indemnify and hold harmless Buynex Limited against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with;

Buynex Limited's processing of Client Data;

any breach of the Client's obligations under clause 12 (Data Protection);

any claim that a Request for Tender or Tender submitted by the Client infringes the intellectual property rights of any third party;

the Client's use of the Services, the Platform and/or the Documentation;

the Supply Contract and/or the provision of the Goods;

provided that in respect of any third party claim:

the Client is given prompt notice of any such claim;

Buynex Limited provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and

the Client is given sole authority to defend or settle the claim.

IF the Client is a Customer

Requests for Tenders

The Client shall be solely responsible for the content of any Request for Tender submitted by it and warrants and represents that it is true, complete and accurate in all respects. Buynex Limited shall have no liability to the Client or any Supplier in respect of the contents of any Request for Tender.

The Request for Tender should include any preferred Supply Contract required by the Client.

Buynex Limited makes no representations or warranties that the Client will receive any Tenders in response to its Request for Tender.

Buynex Limited shall be under no obligation to verify whether any Tender complies with the Request for Tender.

Buynex Limited shall use reasonable endeavours to make available to the Client all Tenders submitted in accordance with its Request for Tender.

Accepted and Rejected Tenders

The Client shall notify Buynex Limited via the Platform whether it intends to continue negotiations and/or enter into a Supply Contract with any Supplier.

The Client shall not enter into any negotiations with any Supplier introduced via the Services in respect of the subject matter of the Tender unless it has notified Buynex Limited that the Tender has been accepted or that negotiations are to commence.

The Client acknowledges that failure to notify Buynex Limited of any Supply Contract with a Supplier could result in it being liable for the Commission in accordance with clause 9.4.

If the Client is a Supplier

Tenders

Where a Client wishes to submit a Tender in response to a Request for Tender it must be subject to a Service User Agreement. Where the Client submits a Tender on behalf of any third party (which, for the avoidance of doubt shall include circumstances where the Goods are ultimately provided or fulfilled by a third party supplier) the Client shall be responsible for any such third party supplier's adherence to the Agreement.

The Client shall be solely responsible for the content of any Tender submitted by it and warrants and represents that it is true, complete and accurate in all respects. Buynex Limited shall have no liability to the Client or any Customer in respect of the contents of any Tender.

The Tender should include any variations to the Supply Contract required by the Client (or if the Request for Tender did not contain a Supply Contract, then it should contain the terms of the Supply Contract).

Buynex Limited shall use reasonable endeavours to make available to the Customer any Tender submitted in accordance with a Request for Tender.

The Customer shall have sole discretion as to whether to accept any Tender and Buynex Limited shall have no liability to the Supplier in respect of any Tender submitted by it.

Rejected Tenders

The Client shall notify Buynex Limited via the Platform if it enters into any negotiations with a Customer in respect of the subject matter of a Tender.

Supply Contract

The Client acknowledges that the Services and the Platform enable or assist it to correspond with, purchase Goods from, supply Goods to, exchange data or do business with other Users and that it does so solely at its own risk.

The Client (whether as Customer or Supplier) shall be solely responsible for negotiating and agreeing the terms of the Supply Contract to be entered into by them in respect of the Goods.

Any transaction, arrangement, or relationships facilitated by the Platform or the Services shall solely be between the Customer and the Supplier with no circumstances ever being deemed to involve, bind, or make Buynex Limited a party thereto.

All Supply Contracts shall incorporate (and shall be deemed to incorporate) the payment mechanism specified in clause 10 for the Price. In the event of any conflict between the Supply Contract and the Client agrees that the provisions of clause 10, then the provisions of clause 10 shall prevail. Any variation to the provisions of clause 10 shall require the prior written consent of Buynex Limited.

The Client shall provide Buynex Limited with a copy of any Supply Contracts entered into it pursuant to the Services within [28] days of signature, and in any event no later than the date of the first Payment.

Commission AND PAYMENT

Reference in this clause 9 to the Supplier or the Customer shall be deemed to be a reference to the Client where the Client is the Supplier or Customer respectively.

Subject to clause 9.4, the Services are provided to the Customer free of charge.

The Supplier shall pay the Commission to Buynex Limited in consideration for the Services provided to in accordance with this clause 9 and clause 10 and as set out in the Service User Agreement.

Where any payment of the Price (in full or in part) under the Supply Contract has been made to Buynex Limited in accordance with clause 10 ("Payment"), then unless otherwise agreed in writing between the Supplier and Buynex Limited, the full amount Commission shall become due and payable upon receipt of such Payment by Buynex Limited. Buynex Limited shall be entitled to invoice the Supplier at such time and deduct the Commission from the Payment held by it.

Where:

save with the express written consent of Buynex Limited, the Supply Contract does not require payment of the Price in accordance with clause 10; or

the Supplier or Customer have not submitted a signed copy of the Supply Contract to Buynex Limited,

then the Supplier and the Customer shall be jointly and severally liable for the payment of the Commission and Buynex Limited shall be entitled to invoice the Supplier and/or the Customer for the Commission at any time upon it being made aware that a Supply Contract has been concluded and the Client shall pay the invoice strictly within the 30 days immediately following the date of such invoice.

If clause 9.4 applies, Buynex Limited shall be entitled:

to calculate the Price on the basis of the Tender submitted by the Supplier; and

to calculate the Commission at the rate of [7.5]% of the Price (notwithstanding any discounted rate agreed in the Service User Agreement).

In the event that this is less than the true Price, then Buynex Limited shall be entitled to invoice the Client for the balance at any time.

If Buynex Limited has not received payment within 30 days of the due date, and without prejudice to any other rights and remedies of Buynex Limited:

Buynex Limited may, without liability to the Client, disable the Client's password, Authorised User Accounts and access to all or part of the Services, the Software and the Documentation and Buynex Limited shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of [HSBC plc] from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

The Commission is exclusive of value added tax, which shall be added to Buynex Limited' invoice(s) at the appropriate rate.

Buynex Limited shall be entitled to increase any Commission payable under the Service User Agreement upon 90 days' prior notice to the Customer at any time following the first anniversary of the date of Service User Agreement, but not more than once in any calendar year. Any such increase shall not apply to any Supply Contracts already lodged with Buynex Limited in accordance with clause 8.5.

Payment of the Price

The following clause 10 shall, as between the Client (and whether the Customer or the Supplier as the case may be) and Buynex Limited, be binding and the Client shall ensure that the provisions of this clause 10 are reflected in the Supply Contract. Reference to the Supplier or the Customer shall be deemed to be a reference to the Client as the case may be.

Buynex Limited will act as agent for the Supplier in the collection of the Price and the Supplier hereby irrevocably appoints Buynex Limited as its agent for the collection of the Price payable under the Service User Agreement. All Payments are to be made to the

following nominated account, or such other account as Buynex Limited may notify Suppliers from time to time.

The Customer shall ensure that all Payments contain the Reference Number.

Subject to the Customer's compliance with clause 10.2, receipt of any Payment by Buynex Limited shall be deemed to be receipt of such Payment by the Supplier.

Buynex Limited shall, following deduction of the Commission, forward any balance of any Payment to the Supplier within [14] days to the Supplier's nominated bank account specified in the Service User Agreement.

CLIENT DATA

The Client shall own all right, title and interest in and to all of its Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Client Data.

Buynex Limited shall provide for a regular back-up of Client Data (usually daily) or such other greater level of back-up policy as Buynex Limited shall in its sole discretion from time to time confirm in writing.

In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for Buynex Limited to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data as available to Buynex Limited.

Buynex Limited shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Buynex Limited to perform services related to Client Data maintenance and back-up).

Buynex Limited shall be entitled to use and analyse the use of the Services, including Client Data, to prepare aggregated, anonymised reports, analysis, research or profiles ("Aggregated Data"). Buynex Limited shall own all right, title and interest in the Aggregated Data and shall be free to use the Aggregated Data for any purpose.

Data Protection

Save as may be expressly set out in the Agreement, if Buynex Limited processes any Personal Data on the Client's behalf when performing the Services, the parties record their intention that the Client shall be the Data Controller and Buynex Limited shall be a Data Processor and in any such case:

the Client acknowledges and agrees that the Personal Data may be transferred or stored outside the EEA or the country where the Client and the Authorised Users are located in order to carry out the Services and Buynex Limited's other obligations under the Agreement;

the Client shall ensure that it is entitled to transfer the relevant Personal Data to Buynex Limited so that Buynex Limited may lawfully store, use, process and transfer the Personal Data in accordance with the Agreement on the Client's behalf and for Buynex Limited to analyse the data for internal operations, including troubleshooting, data analysis, testing, research, and statistical purposes;

the Client shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and

each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.

The Client shall ensure that it complies with all applicable legislation, regulations or codes of practice in respect of the Personal Data from time to time (including the UK GDPR and the Data Protection Act 2018), including in its role as a Data Controller and in supplying or making available to Buynex Limited any Personal Data for processing by Buynex Limited in performance of its obligations under the Agreement. The Client shall indemnify, and keep indemnified, Buynex Limited against any loss, claim or expense that it may suffer as a result of a failure by the Client to comply with such legislation, regulations or codes of practice.

PROPRIETARY RIGHTS

The Client acknowledges and agrees that Buynex Limited and/or its licensors own all intellectual property rights in the Services, the Software and the Documentation. Except as expressly stated herein, nothing in the Agreement or otherwise grants the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, the Software and/or the Documentation.

Buynex Limited acknowledges that the Client and/or its licensors own all intellectual property rights in any Request for Tender or Tender submitted onto the Platform. The Client grants Buynex Limited a right to reproduce (worldwide) any such Request for Tender or Tender for the purposes of providing the Services. The Client confirms that it has the right to grant such licence to Buynex Limited.

Warranties

Subject to the other provisions of this clause 14, Buynex Limited warrants that:

the Services will be performed:

substantially in accordance with the Documentation; and

with reasonable skill and care; and

the Platform will function in all material respects in accordance with the Specification.

The warranty at clause 14.1 shall not apply to the extent of any non-conformance which is caused by use of the Services, the Platform, the Software and/or the Documentation contrary to Buynex Limited's instructions, or modification or alteration of the Services, the Platform, the Software and/or the Documentation by any party other than Buynex Limited or Buynex Limited's duly authorised contractors or agents.

If Buynex Limited breaches the warranty given in clause 14.1, Buynex Limited will, at its sole option and as may be applicable:

use all reasonable commercial endeavours to correct any such non-conformance promptly; or

provide the Client with an alternative means of accomplishing the desired performance; or

terminate the Agreement with immediate effect by written notice to the Client,

and such action shall be the Client's sole and exclusive remedy for any breach of the warranty set out in clause 14.1.

Notwithstanding the foregoing, Buynex Limited:

does not warrant that use of the Services will be uninterrupted or error-free; or that the Services, the Platform, the Software, the Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; and

is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services, the Platform, the Software and/or the Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

The warranty in clause 14.1 is conditional upon:

the Client giving written notice to Buynex Limited of any alleged breach of such warranty within 30 days of the date when the Client discovers or ought reasonably to have discovered the alleged breach;

the Client affording Buynex Limited reasonable opportunity to investigate the alleged breach; and

the Client not having committed any breach of its obligations under the Agreement which has led or contributed to the breach of warranty concerned.

Buynex Limited warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

Other than any express warranties set out in the Agreement (including those in clause 14.1, 14.6 and any Service User Agreement), and save to the extent prohibited by law, any representation, statement, condition, term or warranty, express or implied, statutory or otherwise, as to the Services, the Platform, the Software and/or the Documentation is hereby excluded.

LIMITATION OF LIABILITY

This clause 15 sets out the entire financial liability of Buynex Limited (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

arising under or in connection with the Agreement;

in respect of any use made by the Customer of the Services, the Software, the Documentation, or any part of them; and

in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Services.

Nothing in the Agreement excludes the liability of Buynex Limited:

for death or personal injury caused by Buynex Limited' negligence; or

for fraud or fraudulent misrepresentation;

to pay the Client (where it is the Supplier) the balance of any Payment received by it (less the Commission and any other sums owing to Buynex Limited from the Client).

Except as expressly and specifically provided in the Agreement:

the Client assumes sole responsibility for results obtained from the use of the Services, the Platform, the Software, the Documentation and for conclusions drawn from such use;

where the Client is a Customer, the Client assumes sole responsibility for its Request for Tender;

where the Client is a Supplier, the Client assumes sole responsibility for its Tender;

Buynex Limited shall have no liability for any damage (including for the avoidance of doubt any damage resulting, directly or indirectly, from an error in the Services, the Platform, the Software and/or the Documentation caused in any way by:

errors or omissions in any information, instructions or scripts provided to Buynex Limited by the Customer, Authorised Users or any other third party user of the Services, the Platform, the Software and/or the Documentation; or

any actions taken by Buynex Limited at the Customer's or an Authorised User's direction;

all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded, to the fullest extent permitted by applicable law; and

the Services, the Platform, the Software and the Documentation are provided to the Customer on an “as is” basis.

Buynex Limited will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection supply of the Goods.

Buynex Limited makes no representations, warranties or guarantees, whether express or implied, that any Request for Tender or Tender is accurate, complete or up-to-date. The Client shall rely on its own determination of whether the Request for Tender, Tender and/or Supply Contract is appropriate, accurate, or complete and should obtain professional or specialist advice before taking, or refraining from, any action based on the Request for Tender, Tender and/or Supply Contract, if it deems necessary or appropriate.

Subject to clause 15.2 and clause 15.3:

Buynex Limited shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:

loss of profits;

loss of business,

depletion of goodwill and/or similar losses;

loss or corruption of data or information;

pure economic loss; or

special, indirect or consequential loss, costs, damages, charges or expenses,

however arising; and

Buynex Limited' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services shall be limited to the greater of:

£[1,000]; or

the Commission paid by the Client (being a Supplier) in the [six] months preceding the date on which the claim arose.

TERMINATION

The Agreement shall commence on the Commencement Date and shall continue unless terminated in accordance with its terms.

Without affecting any other right or remedy available to it:

Buynex Limited may terminate or suspend the Agreement with immediate effect by giving written notice to the Client; and

provided that there is no ongoing Request for Tender or Tender and the Client is not in negotiations to conclude a Supply Contract, the Client may terminate the Agreement by giving not less than [one] month's written notice to Buynex Limited.

On termination for any reason:

all licences granted under the Agreement shall immediately terminate;

unless otherwise agreed in writing between Buynex Limited, the Supplier and the Customer, the parties' obligations under clauses 9 and 10 shall continue in respect of:

any Supply Contract entered into prior to termination; and

any Supply Contract entered into following termination where, in Buynex Limited's reasonable opinion, the terms of the Supply Contract were the subject of a Tender;

Buynex Limited may destroy or otherwise dispose of any of the Client Data in its possession unless Buynex Limited receives, no later than ten days after the effective date of the termination, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data;

any rights, remedies, obligations or 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 shall not be affected or prejudiced.

CONFIDENTIALITY

Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:

is or becomes publicly known other than through any act or omission of the receiving party;

was in the other party's lawful possession before the disclosure;

is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

is independently developed by the receiving party, which independent development can be shown by written evidence; or

is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than compliance with its obligations under the Agreement.

Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this clause 17.

Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

The Client acknowledges that details of the Services, constitute Buynex Limited' Confidential Information.

Buynex Limited acknowledges that the Client Data is the Confidential Information of the Client.

This clause 17 shall survive termination, however arising.

General

Force majeure. Buynex Limited shall have no liability to the Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Buynex Limited or any other party), failure of a utility service or transport or telecommunications 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 sub-contractors, provided that the Client is notified of such an event and its expected duration.

Variation. Buynex Limited may vary these General Terms from time to time upon not less than [30] days' notice to the Client. If the Client does not accept a variation to the General Terms then, save where such variation is required to comply with any law, regulation or other legal requirement, the Customer may terminate the Agreement upon 14 days' written notice to Buynex Limited.

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.

Rights and remedies. Except as expressly provided herein, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Severance.

If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

Entire agreement.

The Agreement constitutes the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

Each of the parties acknowledges and agrees that it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person relating to the Services, other than as expressly set out in the Agreement.

Assignment.

The Client shall not, without the prior written consent of Buynex Limited, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

Buynex Limited may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

No partnership or agency. Save as expressly set out herein, nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Third party rights. Nothing in the Agreement confers any rights on any person or party (other than Buynex Limited and the Client and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

Notices.

Any notice required to be given under the Agreement by the Client to Buynex Limited shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to Buynex Limited at its registered office address, or sent by email to www.buynex.co.uk, or such other address or email address as may have been notified by Buynex Limited for such purposes.

Any notice required to be given under the Agreement by Buynex Limited to the Client may be posted in a prominent position on the Platform (where it is applicable to all users or categories of users of the Services) or sent by email to the email address used by Client when accessing the Services.

A notice delivered by hand or email shall be deemed to have been received when delivered (or if delivery is not in business hours, at 09:00 (am) on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

Governing law. The 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 the law of England and Wales.

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).