

# AMIGROUP Ltd TERMS AND CONDITIONS

1. **Definitions and Interpretation**

In this Agreement the following words and phrases shall have the following meanings:-

  - 'INSTALLATION CERTIFICATE' the certificate produced by AMI for use by the installer and for the Customer to sign accepting the Equipment and its installation;
  - 'ADDITIONAL CHARGES' any charges levied by AMI pursuant to this Agreement which are not included in any Initial Payments;
  - 'COMMISSION CERTIFICATE' the certificate issued by AMI in accordance with clause 4.3
  - 'DOCUMENTATION' all operational and user manuals issued by AMI to the Customer from time to time;
  - 'FORCE MAJEURE' in relation to either party, any circumstances beyond the reasonable control of that party including, without limitation, acts of terrorism and civil unrest and (in relation to AMI only) any strike, lock out or other form of industrial action;
  - 'INTELLECTUAL PROPERTY' any patent, copyright, registered design, unregistered design, trade mark or other industrial intellectual property right subsisting in respect of the Services or any part or aspect thereof (including computer software) and applications for any of the foregoing;
  - 'NORMAL OFFICE WORKING HOURS' between 9.00 am and 5.00 pm Monday to Friday inclusive excepting bank, public, statutory or customary holidays in any part of the United Kingdom (including Northern Ireland);
  - 'OWNER SERVICES' the services set out overleaf which AMI will provide under the terms and conditions of this Agreement, and means any Monday to Friday in any week (Good Friday, Easter Monday, Christmas Day, Boxing Day and statutory and bank holidays in Northern Ireland excepted).
  - 'WORKING DAY(S)'
2. **Duration of Agreement**
  - 2.1 The obligations of the parties in this Agreement shall commence on the date of this Agreement and shall subsist for not less than the Minimum Service Period (36 months) for each of the Asset/vehicles unless terminated in accordance with Clause 14.
3. **Charges and Payments**
  - 3.1 The Customer shall pay:
    - (a) all Charges, costs and expenses relating to the Equipment or Service on receipt of an invoice from AMI ;
    - (b) Any Deposit required on signing of this Agreement;
    - (c) the Initial Payments (excluding the Deposit) on receipt of an invoice from AMI ; and
    - (d) value added tax and other payments imposed by or pursuant to statute.
  - 3.2 The charges are based on existing costs of materials, rates, wages and fees payable by AMI . If any of these costs vary as a result of legislation, or arise from imposed fees or charges by any statutory body or regulated industry, AMI reserves the right to recover such costs with immediate effect and may increase its charges without notice to the extent necessary to recover such costs.
  - 3.3 If any sums owing to AMI are overdue AMI may (in addition to any other rights) suspend the provision of the Services (but the Customer shall remain liable for payments as set out in Clause 3.1 during the period of suspension).
  - 3.4 The Customer shall pay any additional costs incurred by AMI on receipt of an invoice(s) issued by AMI relating to the connection and operation of any communications systems.
  - 3.5 **The Equipment and Our Exclusions**
    - (a) Neither the Supplier of the Equipment, nor any other person through whom this Agreement was negotiated has any authority to make any representation on our behalf.
    - (b) You agree that you using your own judgement have selected both your Supplier and the Equipment. As we are not the manufacturer of the Equipment we are not able to give and do not give any advice or information or warranties about it.
    - (c) We are not liable for any loss or expense, (direct or indirect), resulting from delay by your Supplier in delivering the Equipment.
    - (d) Except in the case of death or personal injury caused by our negligence, we are not liable for any loss, injury or damage, (including consequential or financial loss), due to any defects in the Equipment or any consumables.
    - (e) Title to the Equipment shall not pass to you until any Charges in respect of the Equipment have been paid.
    - (f) Risk in the Equipment shall pass to you upon delivery of the Equipment to your premises.
4. **Installation and Commissioning**
  - 4.1 AMI shall use all reasonable endeavours to supply Equipment and services to the Customer on the Delivery Date or as soon thereafter as is possible.
  - 4.2 On receipt by AMI of the Initial Payments or pre approved purchase orders from the Customer AMI will procure the Equipment for Asset/vehicles as requested.
  - 4.3 AMI may have any Equipment installed in an Asset/vehicle tested and shall satisfy itself that the Equipment is fully functioning in accordance with the manufacturer's specifications and for the purposes of the Services and may thereon issue an Commission Certificate in respect of that Equipment.
5. **Warranties and Indemnity**
  - 5.1 The Customer warrants to and for the benefit of AMI and its nominated supplier that:
    - 5.1.1 it shall ensure that the Asset/vehicles are presented for installation of the Equipment within 7 Working Days of a written request by AMI or its duly authorised sub-contractors.
    - 5.1.2 it shall ensure that any Asset/vehicle presented for the installation of Equipment is in a good and roadworthy condition and fit for the purpose for which it is or is intended to be used and that it will be well maintained throughout the currency of this Agreement and in accordance with the manufacturer's recommendations in that regard.
    - 5.1.3 any Asset/vehicle presented for the installation of Equipment is in the unencumbered ownership of the Customer or alternatively that the beneficial owner or the mortgagee or other person entitled to any lien pledge or other form of title in on or over the said Asset/vehicle has consented to the installation of the Equipment and the provision of the Services hereunder.
    - 5.1.4 the names and addresses of the beneficial owner of any Asset/vehicle (if other than the Customer) and of any mortgage/charge (where the owner is the Customer) are correctly stated in the Schedule.
    - 5.1.5 Without prejudice to any obligation relating to the maintenance of the Asset/vehicle.
      - (a) it will not cause or permit to be caused any modification or interference to the Equipment or to any logo or trade mark appearing thereon, and
      - (b) it will ensure that on any such Asset/vehicle being used that the antenna(e) is undamaged as a consequence thereof.
    - 5.1.6 it will register with AMI on request and in an agreed form the following details of any Asset/vehicle presented for the installation of Equipment – make, model, colour, chassis number, distinguishing marks and corporate livery appearing on such asset/vehicle and further that it will not alter or cause or permit to be altered any of the foregoing details without firstly notifying AMI in writing.
    - 5.1.7 it will adhere to the terms of the Documentation to which this Agreement relates.
    - 5.1.8 it will give notice to AMI immediately upon becoming aware of any defect in the Equipment.
    - 5.1.9 it will give AMI not less than 10 Working Days notice that a Asset/vehicle, the subject of this Agreement is intended to be sold or surrendered to a finance or leasing company and thereafter it will permit the removal of any AMI owned Equipment by AMI or its duly authorised sub-contractors, which cost of removal the Customer agrees will be for its account at AMI's reasonable rates then prevailing.
  - 5.2 The Customer undertakes to indemnify and hold harmless AMI against any loss or damage AMI may suffer as the result of a breach by the Customer of this Clause 5 and sub-clauses.
6. **Services**
  - 6.1 During the continuance of this Agreement AMI shall use its reasonable endeavours to;
    - (a) Install, hire and maintain the equipment in the asset/vehicle and provide advice and assistance on the use of the Equipment
    - (b) provide the Customer with account details enabling access to the asset/vehicle tracking web site and from time to time in writing provide such up to date and accurate information as to the application and use of the Equipment as may be available to AMI and as AMI may reasonably determine to be necessary or desirable to be provided; and respond promptly, during Normal Office Working Hours, by telephone, email, facsimile transmission or in writing, as appropriate, to any request from the Customer for information concerning the application and use of the Equipment, or the repair of any defect in or malfunction of the Equipment.
    - (c) If the Customer reports a defect in or malfunction of the Equipment during Normal Office Working Hours, AMI shall use its reasonable endeavours to provide advice and assistance on the use of the Equipment or conduct remote diagnostics and repairs. If deemed necessary AMI will provide location details of an authorised installer where the asset/vehicle can be taken for rectification of such defects.
    - 6.2 AMI's authorised installer will use all reasonable endeavours to repair the defect or malfunction, but if that is not reasonably practicable (or is not reasonably practicable in the time available during Normal Office Working Hours), AMI's authorised installer will seek to make such arrangements with the Customer for:
      - (a) a further visit to be made during Normal Office Working Hours for the repair of the defect or malfunction; or
      - (b) its repair outside Normal Office Working Hours; or
      - (c) if it is not reasonably practicable for the defect or malfunction to be repaired otherwise, the removal of the Equipment (or, where practical, the part of the Equipment in question) for the purposes or the repair.
    - 6.3 If the Customer reports a defect in or malfunction of the Equipment after Normal Office Working Hours on any day, then unless the Company expressly agrees otherwise, the report shall be deemed to be made at the beginning of Normal Office Working Hours on the next Working Day, and Clause 5.2 shall take effect accordingly. All reports of defects in or malfunctions of the Equipment must be made by telephone, email, facsimile transmission or in writing as appropriate by a representative of the Customer and otherwise in such a manner as AMI may reasonably require from time to time.
    - 6.4 AMI shall ensure that its representatives comply with all safety and security regulations in force at the Customer's premises which are brought to the attention of such representatives.
    - 6.5 If the Equipment is damaged otherwise than by fair wear and tear AMI reserves the right to charge the Customer for repairing or replacing the same.
    - 6.6 In conducting any repairs AMI at its discretion may replace any faulty parts, components, systems, or equipment with similar or equivalent parts, components, systems, or equipment.
    - 6.7 All spare parts, replacement components, systems, and equipment supplied by AMI shall become part of the Equipment and any parts and components removed from it shall become AMI's property, unless otherwise agreed in writing between the parties.
    - 6.8 AMI shall be entitled to carry out its obligations under this Agreement through any agents or subcontractors appointed by it in its absolute discretion for that purpose.
    - 6.9 **Services Not Included**
      - 7.1 The obligations of AMI to provide the services as specified in Clause 6 above shall not apply to any design defect in the Equipment, or any defect or malfunction which is due to faulty materials or workmanship in manufacture, or which in AMI's opinion has arisen as a result of:
        - (a) electrical work external to the Equipment;
        - (b) accident, natural disasters, fire or water damage neglect, improper use, acts of war, riots, strikes, lightning or electrical disturbances;
        - (c) transportation or relocation of the Equipment not performed by or on behalf of AMI;
        - (d) any error or omission relating to the operation of the Equipment;
        - (e) any modification, adjustment or repair to the Equipment made by a third party without the written consent of AMI;
        - (f) the subjecting of the Equipment by the Customer to unusual physical or electrical stress, the neglect or misuse of the Equipment or any failure of fluctuation of electrical power, air conditioning, humidity control or other environmental controls; or
        - (g) any other cause (except fair wear and tear) which is not due to the neglect or default of AMI .
      - 7.2 If on investigation AMI reasonably determines that any defect in or malfunction of the Equipment is the result of any of the matters referred to in Clause 7.1, the Customer shall be liable for all costs incurred by AMI in investigating the same and determining its cause, and for all labour, materials, spare parts and replacements necessary to perform the repair.
      - 7.3 If any part of the Equipment can no longer be maintained in good working order by the provision of replacement spare parts or the whole of the Equipment is damaged beyond economic repair otherwise than through AMI's fault (as to whether either of which events has occurred AMI's decision shall be final and binding on the Customer) AMI reserves the right to terminate this Agreement forthwith or to terminate the Services in respect of the whole or any part of the Equipment which can no longer be maintained by giving written notice to the Customer, and the Customer's liability for payment in respect of that part of the Services so terminated shall cease from the date such notice is given.
      - 7.4 AMI shall not be responsible under this Agreement for the performance or availability of any communications network or satellite location and positioning signals or the accuracy or loss of data due to these networks. The Customer accepts that there may be degradation in the performance of such systems under certain environmental operating conditions and within some geographical locations.
      - 7.5 AMI shall not be responsible under this Agreement for the performance, maintenance or repair of any equipment supplied by third parties and that may be connected to the Equipment, whether authorisation and agreement has been given for such connection or otherwise, unless such equipment is itemised in the Asset/vehicle and Equipment Schedule.
      - 7.6 Except as expressly provided in this Agreement or as agreed between the parties in writing, AMI shall have no obligation to provide any services to the Customer outside Normal Office Working Hours.
8. **Customer's Obligations**
  - 8.1 The Customer shall:
    - (a) at all times keep the Equipment in the environmental conditions recommended by the manufacturer of the Equipment;
    - (b) comply, at your expense, with all statutory regulations concerning the Equipment, and its operation and ensure that it is in a safe condition, is operated by a qualified operator and that it is not used for any unlawful purpose or operated negligently or recklessly;
    - (c) use the Equipment only in accordance with the Documentation or such instructions and recommendations relating to the care and operation of the Equipment as may be issued by the manufacturer of the Equipment or as may from time to time be advised in writing by AMI ; and
    - (d) not allow any person other than those suitable trained and qualified to adjust, maintain, repair, replace or remove any part of the Equipment.
  - 8.2 The Customer shall ensure that AMI's representatives have full and free access to the Equipment and to any records of its use kept by the Customer to enable AMI to perform its duties.
  - 8.3 The Customer shall provide AMI with such information concerning the Equipment, its application, use, location and environment as AMI may reasonably request to enable it to carry out its duties.
  - 8.4 The Customer shall ensure that the Equipment is available to AMI's representative in a suitable working environment and under suitable working conditions to enable testing, maintenance, and repairs to be performed, and shall ensure that the Equipment is available to AMI's representative without delay upon arrival at the Installation Location.
  - 8.5 The Customer shall take all such steps as may be necessary to ensure the safety of any of AMI's representatives who visit any premises of the Customer.
  - 8.6 The Customer is responsible for the security of its own proprietary and confidential information.
  - 8.7 If AMI's services are requested the Customer shall be liable to pay AMI's standard charges from time to time in force for such services.
  - 8.8 The Customer shall reimburse AMI for all waiting time at AMI's standard charge rates from time to time in force, and for all travelling, accommodation and other expenses reasonably incurred by any representatives of AMI which arise as a result of any breach by the Customer of its obligations under this Agreement, including but not limited to the unavailability of any of the Equipment or the Asset/vehicles.
  - 8.9 Notwithstanding the provisions of Clause 5, the Customer shall be liable for and agrees to indemnify AMI against:
    - (i) any loss or damage to or caused by any of the Asset/vehicles used for or in connection with the provision of the Services;
    - (ii) any amounts in excess of the liability of AMI pursuant to Clause 5.
  - 8.10 The Customer shall indemnify and hold harmless AMI against all claims or actions whatsoever brought by any third party against AMI arising out of or in connection with the Services.

- 8.11 The Customer shall not cause or permit any third party to make use of or benefit from the Services in any way without the prior consent in writing of AMI signed by a representative properly authorised, and for the avoidance of doubt the provisions of Clause 7.10 shall not be reduced or diminished if such consent shall be given by AMI.
- 8.12 Change of Location or Application
- a. If you remove the Equipment from the asset/vehicle specified Installation Certificate or change the application of the Equipment, we will assess the new location and/or application and may vary the service charges by an amount we, in our absolute discretion, deem necessary to compensate us for any additional costs or services which may become necessary to provide, as a result of the re-siting and/or new application. You will also become liable to pay us a fee of £75, (net of VAT), in respect of our expenses in making the necessary assessment and administration.
- b. Charges re assessed under clause 8.12a. above, shall be payable from the due date for payment immediately following the date on which our assessment is made and the administration fee shall be payable on that date.
- 9. Company's Warranty**
- 9.1 AMI warrants and undertakes to the Customer to perform the Services (including maintenance) with reasonable care and skill;
- 9.2 AMI does not warrant that the Services (including maintenance) will cause the Equipment to operate without interruption or error.
- 9.3 Subject to the foregoing all conditions warranties terms and undertakings express or implied statutory or otherwise in respect of the performance by AMI of the Services (including maintenance) hereunder are hereby excluded.
- 10. Limitation of Liability**
- 10.1 (a) The total liability of AMI for any loss or damages sustained by the Customer in any year of this Agreement shall not exceed the amount of the Service Charge payable by the Customer for the Services for that year.
- (b) The liability of AMI for any loss or damages sustained by the Customer in respect of any Asset/vehicle or Asset/Vehicles in any year of this Agreement shall not exceed the amount of the Service Charge payable by the Customer for the Services for that year in respect of the particular Asset/vehicle or particular Asset/Vehicles to which such loss or damage relates.
- (c) AMI shall have no liability to the Customer for any indirect, special or consequential loss of the Customer arising out of or in connection with the supply of the Services pursuant to this Agreement.
- (d) AMI's liability in respect of death or personal injury resulting from AMI's negligence shall not be limited.
- 10.2 Notwithstanding any other provision of this Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party and the time for performance of that obligation shall be extended accordingly.
- 10.3 In relation to any computer software provided by AMI to the Customer, AMI gives no warranty, express or implied, including, but not limited to, its merchantable quality, fitness for purpose and non-infringement and AMI shall have no liability for any special, incidental, indirect or consequential loss or damage whatsoever arising out of the use of or inability to use such software even if AMI has been advised of the possibility of such loss or damage.
- 10.4 For the avoidance of doubt the limitation on AMI's liability specified in Clause 10.3 above (computer software) and in the Terms and Conditions referred to in Clause 6 of the Operative Provisions on page 1 of this Agreement (communications provisions) shall extend to any loss or damage sustained by the Customer arising from AMI's inability to provide the Services as a result of any breakdown, failure or difficulty in the use of such computer software or communications.
- 10.5 AMI shall not be liable for any special indirect or consequential loss of any kind suffered by the Customer as a result of an action brought by a third party even if such loss was reasonably foreseeable or if AMI had been advised of the possibility of the Customer incurring the same.
- 10.6 AMI shall have no liability directly or indirectly caused by or contributed to by or arising from:-
- (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- and the Customer agrees to indemnify AMI against any liability whatsoever and howsoever arising under this sub-clause as a result of the provision of the Services pursuant to this Agreement.
- 10.7 AMI shall be under no liability whatsoever in connection with a claim made by the Customer if the Customer shall be in breach of any of its obligations under this Agreement where such breach is a material and contributing cause of the loss damage or liability giving rise to the claim.
- 10.8 Under no circumstances shall AMI be responsible for any injurious act or default by any employee of AMI unless such act or default could have been foreseen and avoided by the exercise of due diligence on the part of AMI as his employer; nor in any event shall AMI be held responsible for any loss suffered by the Customer through burglary, theft, fire or any other cause, except in so far as such loss is solely attributable to acts of AMI's employee acting solely within the course of his employment.
- 10.9 AMI shall not be responsible for the performance or non-performance or any consequence arising therefrom of any instructions or requests for additional services given verbally by the customer to AMI's employees (whether such instructions are complied with or services provided or otherwise) and for the avoidance of doubt, AMI will incur no liability whatsoever arising from the performance or otherwise of any verbal instructions (howsoever received) which have not been agreed in writing between properly authorised representatives of the parties.
- 10.10 The Customer shall notify AMI of any potential claim against AMI within 14 (fourteen) days of the date of the occurrence of the event giving rise to such potential claim failing which the parties agree that AMI shall not be liable and the Customer will be deemed to have waived its claim.
- 10.11 If the Customer incurs any loss or damage as a result wholly or in part of the fault of the Customer, its servants or agents, the amount which would otherwise have been payable shall be reduced to such an extent as is just and equitable, having regard to the degree to which such fault is responsible for the loss, damage or liability in question.
- 10.12 AMI shall only be liable under this Agreement for acts committed by AMI its servants or agents which in themselves have caused or contributed to loss or damage being sustained by the Customer.
- 10.13 Save as provided under this Clause 9, AMI shall not incur any other obligations or liability whatsoever under this Agreement, or otherwise in connection with the Services.
- 11. Customer's Representatives**
- The Customer shall communicate to AMI upon the date hereof the identity of the person(s) or the department within its undertaking who shall act as the sole contact point and channel of communication for the provision by AMI of the Services both monitoring and maintenance during the currency of this Agreement. The Customer shall forthwith inform AMI in writing of any change in the identity of any such person(s) or department.
- 12. Charges**
- 12.1 With effect from the date of installation the Customer shall pay AMI in advance the annual fees. Unless otherwise agreed in writing the payment shall normally be made to AMI Ltd. The customer shall notify AMI of any Invoice queries within one month of the date of the invoice upon which the query arises and shall not withhold payment of any service charges set out in the queried invoice, or any invoice, by reason of the billing query until it has been resolved by AMI. AMI are unable to investigate any potential invoice queries after 30 days from date of invoice.
- 12.2 The Service Charge set out in the Schedule is based upon AMI's current prices. AMI shall be entitled by notice served upon the Customer to vary the Service Charge upwards by reference to any increase in its direct or indirect costs or cost of any supply of whatever nature to AMI (including increase in bank interest rates) and the Service Charge shall upon receipt by the Customer of any such notice accordingly be deemed to be so amended.
- 12.3 In the event that the Customer fails to make any of the Asset/Vehicles the subject of this Agreement available for the installation of Equipment within 7 days of a request by AMI or its duly authorised sub-contractors then AMI reserves the right to reasonably vary the Service Charge, upwards to reflect the diminution in volume of business to AMI and the Customer hereby acknowledges the right of AMI to do so.
- 12.4 The Customer agrees that any variation in the Service Charge effected pursuant to this Clause 13 shall not either on its own or in conjunction with any other ground entitle the Customer to repudiate or rescind all or any of the terms of this Agreement.
- 13. Termination**
- 13.1 This Agreement may be terminated:
- 13.1.1 by the Customer upon giving not less than 14 days notice to AMI upon receipt of a notice of increase in the Service Charge under Clause 13 above in excess of 3% above the Retail Prices Index (all items) for the period intervening the date of the receipt of the previous notice of increase in the Service Charge or in default of that, the date of this Agreement;
- 13.1.2 forthwith by AMI if the Customer fails to pay any Charges or any Additional Charges due hereunder within 14 days of the due date therefore;
- 13.1.3 forthwith by either party if the other commits any material breach of any term of this Agreement (including any term imposed by the Documentation) (other than one falling within 14.1.2 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 7 days of a written request by the other party to remedy the same;
- 13.1.4 forthwith by AMI if the Customer shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the Customer shall be unable to pay its debts within the meaning of article 103 of the Insolvency Act or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Customer or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction) or any analogous event occurs or proceedings are taken in respect of the Customer in any jurisdiction;
- 13.1.6 by the Customer at any time during the Minimum Service Period for each of the Asset/Vehicles upon giving not less than 3 calendar months' notice in writing to AMI and subject to the Customer making the payment referred to in Clause 14.2 below.
- 13.2 If this Agreement is terminated by AMI pursuant to Clause 14.1.2, 14.1.3, 14.1.4 or 14.1.5 or by the Customer pursuant to Clause 14.1.6, the Customer shall pay to AMI an amount equal to 50% of the sum of all Service Charge instalments for the period of the residue of the Minimum Service Period for each of the Asset/Vehicles then unexpired.
- 13.3 Any termination of this Agreement by AMI pursuant to this clause shall be without prejudice to any other rights or remedies AMI may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 14. Confidentiality**
- 14.1 Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into of this Agreement save that which is:
- 14.1.1 trivial or obvious;
- 14.1.2 already in its possession other than as a result of a breach of this clause; or
- 14.1.3 in the public domain other than as a result of a breach of this clause.
- 14.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 15.1 above by its employees agents and sub-contractors.
- 14.3 Subject to Clause 15.1 and 15.2 above AMI shall be entitled during the term of this Agreement and thereafter to use all data and information collected as a consequence of operating the Services in whatever manner at its sole discretion provided that AMI shall ensure the identity of the Customer is not disclosed to any third party, and AMI shall be entitled to save, store, and hold such data and information in any form whether electronically or otherwise.
- 14.4 If the Services include monitoring of load temperatures or refrigeration equipment installed within the Asset/Vehicles, the Customer hereby permits AMI to disclose or make available such data and information in AMI's possession regarding both the usage and performance of the refrigeration equipment to the manufacturers of such equipment.
- 15. Intellectual Property**
- 15.1 The Customer shall have no rights in respect of any trade names or trademarks used by AMI in relation to the services or of the goodwill associated therewith, and the Customer hereby acknowledges that it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in AMI.
- 15.2 The Customer shall, at the expense of AMI take all such steps as AMI may reasonably require to assist AMI in maintaining the validity and enforceability of the Intellectual Property of AMI during the term of this Agreement.
- 15.3 The Customer shall at the request of AMI execute such registered user agreements or licences in respect of the use of the trademarks as AMI may reasonably require, provided that the provisions thereof shall not be more onerous or restrictive than the provisions of this Agreement.
- 15.4 Without prejudice to the right of the Customer or any third party to challenge the validity of any Intellectual Property of AMI, the Customer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property of AMI and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.
- 15.5 The Customer shall promptly and fully notify AMI of any actual, threatened or suspended infringement of any Intellectual Property of AMI which comes to the Customer's notice and the Customer shall at the request and expense of AMI do all such things as may be reasonably required to assist AMI in taking or resisting any proceedings in relation to any such infringement.
- 16. Waiver**
- The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 17. Notices**
- Any notice request instruction or other documentation to be given hereunder shall be delivered or sent by first class post or by fax (such fax to be confirmed by letter posted within 12 hours) to the address of the other party set out in this Agreement (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by fax) upon the expiration of 12 hours after dispatch.
- 18. Invalidity and Severability**
- If any court or administrative body of competent jurisdiction shall find any provision of this Agreement to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provision of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.
- 19. Entire Agreement**
- 19.1 AMI shall not be liable to the Customer for loss or damage arising from or in connection with any representations agreements statements or undertakings made prior to the date of execution of this Agreement other than those representations agreements statements and undertakings confirmed by a duly authorised representative of AMI in writing or expressly incorporated or referred to in this Agreement or stated to be read in conjunction with this Agreement.
- 19.2 This Agreement supersedes all previous agreements between the parties in respect of the Services.
- 19.3 No other terms or conditions whatsoever (including but not limited to the Customer's purchase conditions) are or shall hereafter be included or implied in this Agreement.
- 20. Customer's Assignment**
- The Customer shall not be entitled to assign this Agreement or all or any of its rights and obligations hereunder without the prior written consent of AMI.
- 21. Headings**
- Headings to clauses in this Agreement are for the purpose of information, emphasis and identification only and shall not be construed as forming part of this Agreement.
- 22. Law and Jurisdiction**
- This Agreement shall be governed by and construed in accordance with UK law and the parties hereto agree to submit to the exclusive jurisdiction of UK Courts.