

Nouveau Solutions Ltd Terms and Conditions 2019

1.0 Definitions

In these Terms and Conditions:

- 1.1 "the Company" shall mean Nouveau Solutions Ltd or any associated company from time to time and by whom an Order is accepted.
- 1.2 "the Buyer" shall mean the person, organisation, firm or company from whom orders are received.
- 1.3 "Conditions" shall mean these terms and conditions.
- 1.4 "Products" shall mean the range of computer hardware and software, equipment other product accessories and components supplied by The Company.
- 1.5 "Order" shall mean an order placed with the Company specifying the types and numbers of Products required by the Buyer.
- 1.6 "Party" shall mean the Buyer and the Company. "Parties" shall be construed accordingly.
- 1.7 "Price" shall mean the price of the product (as further defined in Clause 3.00 hereof) together with all VAT and any interest due.
- 1.8 "Services" shall mean services, including managed services, performed by the Company for the Buyer as set out in an Order and relevant statement of work ("SoW").

2.0 Orders and Acceptances

- 2.1 An Order shall be accepted only upon and subject to the Company's current Conditions which are complete and exhaustive save in respect of software sales where there are additional terms applicable and supplied to Buyers such as an end user license agreement ("EULA"). In the event of inconsistency between these Conditions and the additional EULA, these Conditions shall prevail.
- 2.2 These Conditions shall prevail over any terms or conditions which the Buyer may seek or have sought to impose. Any conditions in any Order will be binding only so far as they are compatible with these Conditions and are expressly accepted by the Company in writing. The Buyer understands and agrees that all future Orders are subject to the Company current Terms and Conditions of Sale.
- 2.3 Each Order shall only be accepted by the Company if written notification has been given by the Company to the Buyer within seven (7) days from receipt of the Order from the Buyer. If not so accepted, it shall be deemed that the Order has been refused.
- 2.4 The Company will provide a SoW for Services which shall be subject to the Conditions in force at the time the Order is accepted.

2.5 The Buyer hereby agrees that there shall be no right of cancellation once an Order is accepted.

2.6 Clerical errors may be corrected by The Company at any time.

3.0 Price of Products

3.1 An Order is accepted only on the condition that the prices of the Products or Services shall be those in force at the date of dispatch of the Products or the performance of the relevant Services. The Company shall give written notice of any price increase that shall be implemented between the acceptance of an Order and the date of the dispatch of the Products. All prices and other sums payable by virtue of these Conditions are exclusive of Value Added Tax or such other tax required to be paid by law at the rate for the time being in force which shall be borne by the Buyer.

3.2 For the avoidance of doubt the Company price lists does not constitute an offer capable of acceptance.

4.0 Product Specification

4.1 Unless otherwise agreed in writing, the Buyer shall within seven (7) days of the receipt of the products carry out at own expense tests to ensure that the Products satisfy the Product specification as set out in the operating manual or other literature supplied by The Company with the Products and shall notify to the Company in writing within such 7 day period of any failure of the Products to meet the referenced Product specification. No liability shall attach to the Company until such time as the Company in its absolute discretion is satisfied on examination of the Products that any defect arose solely from faulty materials or workmanship or negligence on the part of the Company and was not the result of any other cause.

5.0 Delivery

5.1 The Buyer shall at the time of placing the Order with the Company specify in writing the date, address and any general instructions for the delivery of the Products or Services.

5.2 The Company shall use reasonable endeavours to supply and deliver the Products or performance of any Services in accordance with any such date, address and general instructions specified by the Buyer. Time shall not be of the essence in relation to the delivery of Products or performance of the Services. The Company shall not be liable for its inability to deliver Products or performance of Services if prevented from doing so by any cause beyond the reasonable control of the Company.

5.3 The method of packing and delivery shall be at the discretion of the Company. The Buyer shall pay all reasonable delivery charges to The Company.

6.0 Risk and Title

6.1 Upon delivery to the Buyer or any carrier or agent acting for him the Products shall be at the Buyers risk. Notwithstanding such delivery the Products shall remain the sole and

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absolute property of the Company as legal and equitable owner until such time as the Buyer shall have paid the Company the price for the Products or any other Products previously supplied by the Company.

- 6.2 Until the price has been paid, the Buyer shall hold the Products in a fiduciary capacity for the Company and in such capacity shall keep them insured in the name of the Company or such other company within the Company whose name the invoice or invoices are issued to their full reinstatement value with a reputable insurance office and the Buyer will indemnify the Company in respect of any loss not recovered or recoverable under such policy of insurance.
- 6.3 The title to and in the Products shall remain with the Company notwithstanding that the Products have become incorporated in or affixed to other items, machinery goods or any other thing whatsoever.
- 6.4 Until the Price has been paid the Buyer shall keep the Products clearly marked as the Company's property and the Company shall be entitled to require the Buyer to deliver the Products or any of them to the Company on demand.
- 6.5 If the Buyer fails to deliver the Products on demand the Company shall be entitled to enter any premises where the Products are stored or are reasonably thought to be stored and the Company are hereby authorised to affect such entry on the Buyers behalf if necessary.
- 6.6 The Company shall have the right to dismantle any Product, machinery, equipment or any other thing whatsoever into which the Products or any of them have been incorporated and the Buyer shall indemnify the Company in respect of its costs and expenses of so doing and in respect of any third party claim arising as a result.
- 6.7 Subject to approval from the relevant manufacturer, the Buyer may sell the Products by way of bona fide sale in the ordinary course of business but may not otherwise deal with, sell, part with possession of, change the character of, reconfigure, convert, handle or otherwise dispose of any of the goods until the Price has been paid. Where any of the Products are sold to a third party before the Price has been paid the sale shall constitute a sale of the Company property by the Buyer and accordingly the Buyer shall hold the proceeds on trust for the Company.

7.0 Payment

- 7.1 The Company shall render an invoice on delivery of the Products to the Buyer. Payment for the Products, delivery charges and any taxes shall be due and payable, without retention or set off by the Buyer, to the Company not later than 30 days from the date of the invoice. Time for payment is of the essence.
- 7.2 Where an Order calls for a number of items the Company reserves the right to deliver all or any number of items as soon as they are available to the Buyer's premises and the Buyer shall honour all invoices presented in respect of such deliveries in accordance with the terms for payment.
- 7.3 In the event that the Buyer shall delay in making any payment on the due date then the Buyer shall be liable to pay the Company interest on the unpaid sums.

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7.4 In the event that the Buyer is in arrears in the payment of any sums due shall have exceeded any agreed written credit limit the Company shall, without prejudice to any of its existing rights or to any existing claim, be entitled to withdraw any credit facilities and shall not be obliged to supply any further Products whether Orders have been accepted by the Company or otherwise.

7.5 In the event of non-payment or late payment, the Company reserves the right to suspend any relevant Services until such time as the Buyer has paid any outstanding sums due.

7.6 The Buyer is not entitled to withhold payment of any invoices nor to make any deductions from invoices on account of any claim against the Company whatsoever.

8.0 Returns

8.1 In the event of a defect or default in the provision of Products or Services, the Company shall determine in its sole discretion, whether to repair, refund or replace the relevant Product or re-perform the Services.

8.2 In the event that the Company has agreed to a return or refund, a Nouveau Solutions Return Authorisation Request Form must be submitted and approved prior to returning any Products to the Company. The Company will accept returns where the product is: (i) within 30 days of the date of invoice, and (ii) on an open support case raised with the Company if suspected as being dead on arrival (DOA), and (iii) undamaged and complete. The Company will use its discretion for returns where the Product is: (i) outside 30 days of invoice, or (ii) damaged or incomplete but still in resaleable condition, or (iii) build-to-order, a service or electronic license, or (iv) used but in a resaleable condition, or (v) considered unfit for purpose, as advised by Nouveau Solutions, or (vi) no longer required by the End User.

8.3 The Company will not accept returns under any circumstances where the Product is: (i) outside of 60 days of invoice; or (ii) damaged to the extent requiring repair or replacement; or (iii) in any way not considered in resaleable condition; or (iv) specified as non-returnable prior to sale; or (v) classified as software and has been used; or (vi) classified as a service which has been in effect; or (vii) within 30-60 days of invoice but has been deemed 'end-of-life', discontinued or no longer supported by the manufacturer. A return fee may be charged.

9.0 Warranty

9.1 In the case of defects in materials or workmanship in the Products supplied but not manufactured by the Company, the Buyer entitlement shall be limited to and no greater than that which the Company receives from the manufacturer or supplier thereof. The following provisions of this clause shall apply only in so far as they do not conflict with the foregoing.

9.2 The Company warrants that the Products shall be free from defects in materials or workmanship. The period of such warranties shall be ninety (90) days unless the Buyer is

notified in writing to the contrary. The warranty period shall commence on the date of dispatch of the Products to the Buyer.

9.3 In the event of any established breach of warranty the Company shall repair or replace in its absolute discretion any defective Products. The Buyer shall be liable for the delivery charges incurred in returning the defective Products to the Company but shall not be liable for the costs of the repair or the replacement of the Products or the delivery charges of the Products to the Buyer.

9.4 Repairs undertaken by the Company under the terms of its warranty are guaranteed for ninety (90) days from the date of dispatch to the Buyer.

9.5 Where the Company in its absolute discretion replaced any defective Products the warranty period on such replacement Products shall commence from the date of dispatch of the replacement Product.

9.6 The Company shall not be liable under this warranty:

9.6.1 for any defect caused by fair wear and tear;

9.6.2 where the Products are subjected to abnormal usage or where the defect is due to the act, neglect or default of anyone other than the Company;

9.6.3 for the replacement, renewal or repair of any of the Products or part or parts thereof where the replacement renewal or repair becomes impossible as a result of force majeure or any other circumstances beyond the Company's control; and

9.6.4 where the Products or any component parts thereof are the subject of a separate guarantee given by a third party the benefit thereof is hereby assigned by the Company to the Buyer.

9.7 If the Buyer discovers a material defect in any Services after the completion of the Services, it shall notify the Company with full details of such defect. If the Buyer can evidence that any such defect has arisen within the relevant warranty period which shall be ninety (90) days from the completion of the Services and is caused as a direct result of the Company's breach of warranty, the Company shall use reasonable endeavours to reperform the impacted Services within a reasonable period of time.

9.8 Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the provision of any Products and/or the performance of any services shall be excluded to the fullest extent permitted by law.

10.0 Storage

10.1 In the event that written dates addresses and general instructions for delivery of the Products are not notified to The Company at the time of placing the Order the Company shall be entitled to store the Products and the Buyer shall be liable for the reasonable costs of such storage.

11.0 Design

11.1 The Company reserves the right to supply Products with design and specification changes as technological development may require without prior notice. All drawings descriptions and forwarding specifications and particulars of Products submitted are
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approximate only. The descriptions and illustrations contained in catalogues price lists and other advertising of the Company are intended merely to present a general idea of the Products described therein and shall not form part of the contract. Whilst every effort is made to ensure that the latest specification is available the Company reserves the right to incorporate new features and to supply Products which may not be strictly in accordance with the specification agreed upon, provided that any changes in specification shall not materially prejudice the performance of the Products.

12.0 Intellectual Property Rights

12.1 Unless otherwise specified in a SoW, the Parties irrevocably agree that all existing and future Intellectual Property Rights in the Product(s), Services will at all times during continuance of these Conditions (including during any accepted Order or SoW) and following its termination vest absolutely in the Company or the Company's licensors.

12.2 The Buyer grants to the Company a royalty free, non-exclusive, non-transferable (save in respect of any affiliate or personnel of the Company) licence to use the Buyer's intellectual property for the duration of the Conditions (including during any relevant SoW or accepted Order, if longer) to the extent necessary for the purpose of:

12.2.1 supplying the Product(s) and/or Services; and/or

12.2.2 complying with any of its obligations under the Conditions.

12.3 The Company grants to the Buyer a royalty-free, non-exclusive, non-transferable (save in respect of any affiliate or personnel of the Buyer) licence to use such Intellectual Property as is relevant and to the extent necessary for the use of the Products and/or Services for the duration of the Conditions (including during any relevant SoW or accepted Order, if longer).

12.4 Each Party covenants with the other Party that it shall:

12.4.1 keep confidential the other Party's material save for those parts of the other Party's material which came into the public domain or the possession of the other Party otherwise than by breach of obligations of confidentiality;

12.4.2 maintain reasonable control over the Party's material and their location and upon request forthwith produce such record to the other Party;

12.4.3 notify the other Party immediately if they become aware of any unauthorised use of the whole or any part of the other Party's material by any third party; and

12.4.4 without prejudice to the foregoing, take all such other reasonable steps as shall from time to time be necessary to protect the confidential information and Intellectual Property Rights of the other Party in the other Party's material which shall be at least equal to the steps taken to safeguard their own confidential information.

12.5 Each Party shall inform their respective personnel and affiliates that the other Party's material constitutes confidential information and that all Intellectual Property Rights therein are the property of the other Party and each Party shall take all reasonable steps as shall be necessary to ensure compliance by its personnel and affiliates with the provisions of Clause 12.4.

12.6 Save as expressly set out or contemplated in the Conditions, neither Party shall be entitled to copy in whole or in part the other Party's material and each Party shall ensure where copying is authorised it only copies such material to the extent necessary for the performance of its obligations under the Conditions, accepted Order or SoW (as applicable).

12.7 Neither Party shall have any liability nor responsibility for losses to the other Party in respect of any Intellectual Property Rights infringement if such arises as a result of any breach by the other Party of its obligations under the Conditions (including but not limited to any failure by the Customer to comply with its obligations under any licence between the Customer and any third party software proprietor/licensor).

12.8 The Buyer shall promptly notify the Company of any claim received by the Buyer alleging an infringement of patent or other intellectual property rights of a third party. The Company will refer such matter forthwith to the manufacturer of the Products. The Buyer shall co-operate with the Company in defending any patent or other right claimed in respect of the products and the Buyer shall execute all such documents and do all such things as the Company may require pursuant thereto. The Company shall not be liable to the Buyer in respect of patent infringement or claim based upon the use of the Products or a part thereof modified for use in connection with equipment or devices not supplied by the Company or in a manner for which the Products were not designed. Liability is further limited for use of the Products in countries for which patent protection has been obtained.

13.0 Force Majeure

13.1 The Company shall not be liable for any failure to supply and/or deliver Products or any incomplete supply or delivery or for any damage to or defect in the Products caused by fire, theft, riot, war, terrorism, embargo, strikes, lockouts, labour disturbances, Acts of God or any other reason beyond the Company's control including any act or default of The Company's own suppliers or third parties. No consequences of any such event shall give rise to the rescission of the Conditions or relevant SoW unless in the opinion of the Company the Conditions or relevant SoW becomes incapable of performance.

14.0 Representations

14.1 No agent or other party has authority to make oral representations prior to or after placing an Order and the Buyer has not relied upon any oral representations in placing an Order nor has any agent of either party authority to vary or modify the Conditions or relevant SoW herein which may only be varied or modified in writing by the Company.

14.2 The Buyer agrees that it has not entered into any Order or subsequent SoW in reliance on, nor has it been given any promise, warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever ("Representation") except as expressly set out in these Conditions (or relevant SoW where applicable).

14.3 Both the Company and the Buyer withdraws all and any Representations and, to the

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extent that a party is the recipient of or has been induced by any Representations, such party acknowledges that the Representations have been withdrawn (or have otherwise expired) and such party unconditionally and irrevocably waives any claims, rights or remedies (including but not limited to rescission) which it might otherwise have had in relation to the same.

15.0 Sterling Protection

15.1 Any quoted or listed sterling prices are subject to variation in the rate of exchange between sterling and the currency paid by the Company to the manufacturer of the Products prevailing between the date of the Order or relevant SoW and the time of submission of the Company' invoice to the Buyer, the Company reserves the right to vary the price so that it accords with the said rate of exchange prevailing at the time of the Company's invoice.

16.0 Buyer Default

16.1 If the Buyer shall default in the performance of any of its obligations under the Conditions or relevant SoW, the Company shall on giving the Buyer notice in writing have the right at The Company's option and without prejudice to any other right or remedies the Company may have under the Conditions or the terms of the relevant SoW to take all or any one of the following actions:

16.1.1 cancel all or any part of any discount which might otherwise have been due under the terms of the Order or relevant SoW;

16.1.2 suspend any outstanding delivery of Products or part thereof until such default shall have been made good;

16.1.3 recover possession of and remove from the Buyers' premises that part of the Products to which the default relates and the Buyer shall allow the Company access to his premises and such facilities as may be necessary to enable the Company to do so.

16.2 No waiver or delay in exercise by the Company of its right under these Conditions or relevant SoW shall be deemed to imply acceptance of or condemnation of the default or any subsequent default.

16.3 If the Buyer becomes bankrupt, go into liquidation, or become insolvent or has a receiving order made against the Buyer or compound with its creditors or carries on its business under a receiver for the benefit of his creditors or any of them. The Company shall be at liberty without prejudice to any other or further remedies the Company may have under the Conditions or relevant SoW:

16.3.1 to terminate the Conditions or relevant SoW forthwith by notice in writing to the Buyer or liquidator or receiver; and

16.3.2 to enter the Buyer's premises and recover and remove any or all of the Products or parts thereof in respect of which full payment of the price of the Products has not been made to the Company and the Buyer shall afford the Company free access thereto and to all facilities as may be necessary to enable the Company

so to do.

17. Liability

17.1 Subject to Clauses **Error! Reference source not found.** to 17.3 inclusive the total liability of the Company arising under or in connection with the Conditions (including arising under or in connection with any SoW or Order) for all incidents during a 12 month period ("Liability Period") shall not exceed one hundred and twenty-five per cent (125%) of the aggregate value of the prices paid or payable by the Buyer in the given Liability Period.

17.2 Subject to Clause 17.3, the Company shall not in any event be liable under or in connection with the Conditions (including under or in connection with any SoW), irrespective of whether such losses were reasonably foreseeable or in the contemplation of the parties, for any:

17.2.1 indirect or consequential loss or damages;

17.2.2 special or pure economic loss, costs, damages, charges or expenses;

17.2.3 loss of profits;

17.2.4 loss of anticipated savings;

17.2.5 loss of business and/or business opportunity;

17.2.6 diminution in the value or loss of goodwill, reputation and/or damage to brand (and/or any similar losses);

17.2.7 loss of or damage to data;

17.2.8 loss of or damage to data capture;

17.2.9 loss of or diminution in website electronic commerce transactions or traffic; or

17.2.10 wasted management expenditure.

17.3 Nothing in these Conditions or in any SoW any accepted Order shall operate to exclude or limit liability with respect to:

17.3.1 either Party's liability for death or personal injury resulting from its negligence;

17.3.2 either Party's liability for fraud or fraudulent misrepresentation; and/or

17.3.3 either Party's liability which cannot be excluded by law.

17.4 Without prejudice to the generality of any other term of the Conditions and subject that the Company shall neither be liable nor responsible to the Buyer or any other third party for any loss and/or incident which occurs, arises as a result of (or following) or to the extent any incident and/or loss is exacerbated by:

17.4.1 the Buyer's breach of, or failure to observe and/or perform, its obligations under the Conditions or relevant SoW;

17.4.2 any unauthorised access or use by the Buyer of the of the Products;

17.4.3 the Buyer's use of the Product(s) and/or Services:

(a) before the completion date; or

(b) after the Buyer became, or should have become, aware of the relevant defect, loss and/or incident (up until such point as the Company has confirmed that a resolution has been completed);

17.4.4 the Buyer not having appropriate disaster recovery and/or business continuity

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- policies/procedures in place (or failing to properly follow any that may be in place);
- 17.4.5 the Buyer failing to perform any data backup(s) recommended in any SoW prior to the provision of the relevant Services by the Company;
- 17.4.6 the Buyer's environment or network being of such design that it fails to meet Good Industry Practice, save where the design failure in question is specifically recommended by the Company; and/or
- 17.4.7 the Company carrying out any work in accordance with the Buyer's instructions and any such loss or incident arises or occurs as a result of the work being carried out in the manner instructed.
- 17.5 Clauses 17.1 to 17.5 set out the entire financial liability of the Company for all and any incidents and/or losses.

18 Legal Construction

- 18.1 Except where otherwise stipulated in writing the regulations, arrangements and agreements between the parties shall be governed by the laws of England and all disputes which may arise under out of or in connection with or relating to any contract between the Company and the Buyer may at the Company's absolute discretion be submitted to arbitration by a person determined by the Company from the list of counsellors recommended from time to time by The British Computer Society (also known as *The Chartered Institute for IT*) and should the Company not elect to refer any such dispute to arbitration all proceedings between the Parties shall be conducted in the Reading County Court or Reading District Registry of the High Court. Service of any notices in the course of such arbitration or Court proceedings to the address of the Buyer given in the Conditions or relevant SoW shall be valid and sufficient.

19.0 Corruption and Anti-Bribery

- 19.1 The Parties shall, and shall procure that their officers, employees, agents and subcontractors shall:
- 19.1.1 comply with all applicable anti-bribery laws, including but not limited to, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act (FCPA) and the French Sapin II Law; and
- 19.1.2 undertake to put in place and implement adequate procedures to ensure that their officers, employees, agents and subcontractors, either directly or indirectly, do not offer or authorise the payment of any money, gifts, bribes, kickbacks or anything of value, or give, or agree to give, solicit or receive any advantage or consideration of any kind to induce or influence the proper performance of any person in connection with these Conditions (including any Order) or for showing or forbearing to show favour or disfavour to any person in relation to these Conditions (including any Order); and
- 19.1.3 not do or omit to do any act or thing that would cause the other party to be guilty of an offence under the applicable anti-bribery laws.
- 19.2 The Parties agree to notify the other party of any breach of any terms of this Clause 19 without undue delay. On receipt of any such notice, the non-defaulting Party shall have the right to terminate these Conditions (including any Order or SoW) and

require full indemnification from the defaulting Party.

20.0 Data Protection

- 20.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 20 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. In this Clause 20, Applicable Laws means the General Data Protection Regulation (GDPR) (EU) 2016/679 and any data protection legislation in force in England and Wales including the Data Protection Act 2018 or any successor legislation.
- 20.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and The Company is the data processor (where Data Controller and data Processor have the meanings as defined in the Data Protection Legislation).
- 20.3 Without prejudice to the generality of clause 20.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to The Company for the duration and purposes of this Agreement.
- 20.4 Without prejudice to the generality of Clause 20.1, The Company shall, in relation to any Personal Data processed in connection with the performance by The Company of its obligations under the Agreement:
- 20.4.1 process Personal Data only on the written instructions of the Customer unless The Company is required by Applicable Laws to otherwise process that Personal Data;
 - 20.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss,
 - 20.4.3 destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 20.4.4 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 20.4.5 not transfer any Personal Data outside the European Economic Area unless appropriate safeguards in relation to the transfer have been provided;
 - 20.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - 20.4.7 at the written request of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Agreement unless required by Applicable Law to store the Personal Data; and
 - 20.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Clause 21.

21.0 Miscellaneous

- 21.1 All references in these Conditions to the masculine gender shall be deemed to include the feminine and neuter genders

21.2 Failure or neglect by the Company to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Company rights hereunder nor in any way effect the validity of the whole of or any part of these Conditions nor prejudice the Company's rights to take subsequent action.

21.3 In the event that any of these terms, conditions or provisions shall be deemed to be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

21.4 The headings to these Conditions are inserted for convenience of reference only and are not intended to be part of or affect the meaning of interpretation of any of the terms and conditions of these Conditions.