

Terms and Conditions for Customers Requesting His Majesty's Courts & Tribunal Service (HMCTS) Transcripts

1. Scope of the Terms and Conditions

These terms and conditions ("**Terms and Conditions**") are applicable to: transcription services ("**Services**") provided by ACOLAD UK LTD ("**ACOLAD UK**") within the scope of its work as a transcription provider authorised by His Majesty's Courts and Tribunals Services ("**HMCTS**") under the Off-site Transcription Services call-off contract; quotations; sales orders, or any other written agreements to any legal entity or private individual ("**Customer**").

Any Customer order will be subject to the following Terms and Conditions. These Terms and Conditions shall also apply to future, supplementary and follow-up orders placed by the ordering party even if these Terms and Conditions are not declared explicitly for any such future or subsequent orders. The Customer is required to check regularly on the following Terms and Conditions in order to be aware of any amendment or addition to such provisions. All of the provisions of the Terms and Conditions constitute the entire agreement between the Parties with respect to its subject matter. Any contrary or special conditions imposed by the Customer on any third party related to the Customer, regardless of the date and medium, shall not be binding on ACOLAD UK, unless otherwise agreed in writing by ACOLAD UK.

Unless specified otherwise, quotations, invoices and purchase orders must be in written and/or electronic form.

Any agreement deviating from these Terms and Conditions must be in written form.

2. Orders

When placing an order (hereinafter an "**Order**") for a transcript, the Parties agree that the Customer shall submit a request for the Services by submitting a fully completed EX107 form to the applicable Court. While not mandatory to do so, the Customer may send their completed EX107 form to ACOLAD UK in addition to sending it to the court, which may expedite the processing of the Order by ACOLAD UK when the audio is received from the court. The EX107 form template is available for download on the GOV.UK website.

The Court is responsible for sending any relevant EX107 forms and audio files to ACOLAD UK.

Further guidance on requesting a transcript can be found on the GOV.UK website.

3. Quotations

ACOLAD UK shall prepare a quotation based on the information provided in the EX107 form and the audio file(s) received from the court. The quotation will be sent to the Customer. ACOLAD UK calculates an estimated folio count (x1 folio equates to 72 transcribed words) by applying an internally formulated multiplier to the length of the audio file as the exact number of words spoken cannot be known in advance of transcription. This estimated folio count and requested banding (turnaround time) are used to prepare the quotation and calculate the estimated price. The final invoice will be calculated using the number of folios transcribed and may differ from the estimated price. The quotation is therefore indicative only, and the final cost of the Services could be higher or lower.

Quotations are subject to the availability, quality and consistency of the audio file(s) provided by the court. ACOLAD UK cannot be held responsible for the quality of audio or the timeliness with which it is provided.

Judgments and transcripts sent for approval are not included in the turnaround time paid for. Judgments must be sent to the court for the Judge's approval once transcribed. ACOLAD UK is not able to provide a timescale for how long this may take as this is at the Judge's discretion.

Quotations are valid until 18.00 on the date of issue, after which time deadlines may be transferable subject to availability. Quotations are provisional and subject to capacity.

4. Changes to an Order

Should the Customer wish to make changes to a firm Order, they shall make a request via email. ACOLAD UK may either accept or refuse the modification(s) to the Order.

(i) If ACOLAD UK refuses to modify the Order, the Customer may cancel, in compliance with the cancellation terms.

(ii) If ACOLAD UK accepts the change(s) to the Order, ACOLAD UK shall inform the Customer of any adjustment to the price and/or to the delivery date that may result from the modification(s) requested by the Customer. The Customer shall inform ACOLAD UK whether or not it accepts this adjustment:

- a) If the Customer accepts the adjustment, ACOLAD UK shall start or continue its Services adhering to the amended request;
- b) If the Customer refuses the adjustment, this refusal shall be considered a cancellation pursuant to the cancellation terms.

(iii) If ACOLAD UK refuses the modification(s) and the Customer refuses the adjustment, the Customer may decide that its Order must be executed or continued under the original request. This decision must be notified to ACOLAD UK via email.

ACOLAD UK shall deliver the transcription work already completed up to the point of mutual acceptance of the adjustment(s) between the parties if the transcribed content is no longer required following the adjustment(s); in these instances, ACOLAD UK does not guarantee the quality of transcription work delivered to the Customer.

5. Cancellation of an Order and Refunds

The Customer may cancel a firm Order by sending a written cancellation request to ACOLAD UK.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Customer has a statutory right to cancel the Order within fourteen (14) days of formation of the order (i.e. the date of receipt of prepayment for Private Litigants or the date of acceptance of a quotation for Professional Clients) without providing a reason. The Customer acknowledges that, if the transcript is fully completed within the 14-day window at their request, their right to cancel is entirely lost and no refund will be due beyond, if applicable, the difference between the prepaid amount and the final invoice.

ACOLAD UK is committed to providing a safe and respectful working environment and reserves the right, at its discretion, to refuse, suspend or terminate the provision of services to any client who engages in abusive behaviour. This includes, without limitation: verbal abuse, threats, or aggressive language towards staff; discriminatory or harassing conduct; intimidation; or any behaviour a reasonable person would consider bullying or degrading, whether in person, by phone, in writing, or electronically.

Where such behaviour occurs, ACOLAD UK may issue a warning, suspend services or terminate the agreement with immediate effect. Where services have not been delivered at the point of termination, a refund will be provided for the undelivered portion. This clause does not affect ACOLAD UK's other rights or remedies under this agreement or at law.

In cases of cancellation, the provision of refunds shall be subject to the below:

- (i) Refunds are available after commencement of work on a firm Order at the discretion of ACOLAD UK
- (ii) Upon receipt of a cancellation request, charges for work already completed will be payable
- (iii) where a cancellation request is received by ACOLAD UK following the commencement of the transcription of an audio file but prior to completion and/or quality control, the Customer will be charged a pro-rata amount for the number of folios transcribed (at the applicable rate) up to the point of receipt of the cancellation request.

6. Quality

ACOLAD UK guarantees the provision of high-quality transcription Services performed by experienced transcribers working in their mother tongue. Notwithstanding, where audio is of poor quality or completeness, transcripts may contain inaccuracies, inaudible sections and missing sections, and quality cannot be guaranteed. Refunds will not be provided for transcripts whose incompleteness or inaccuracy arises from poor quality audio, except at ACOLAD UK's discretion.

Where the Customer is not satisfied with the quality of a delivered transcript, further proofing and revisions can be provided (within the scope of the agreed quotation and in accordance with Article 7: Acceptance of Deliverables and Complaints) if the dissatisfaction is communicated to ACOLAD UK in writing within 10 days of receipt of the deliverables.

ACOLAD UK is an approved provider of transcription services for the Ministry of Justice and HMCTS; however, ACOLAD UK accepts no liability for loss or damage arising from errors and inaccuracies in its transcripts. It is the Customer's responsibility to check for errors and accuracy before use.

Any choice involving synonyms or stylistic preferences, as well as any request for modifications or any instruction communicated by the Customer after the placement of the Order shall not constitute a quality defect for which ACOLAD may be held liable.

7. Acceptance of Deliverables and Complaints

The Services shall be deemed completed on the Delivery Date of the Deliverable(s).

For delivery via email, the Delivery Date corresponds to the moment that the email system has completed the transmission. For delivery via a portal, the Delivery Date corresponds to the date of appearing on the portal.

Once the Deliverables have been delivered, the Customer has ten (10) calendar days from the Delivery Date to assess their conformity with these Terms and Conditions and, should the Customer hold reservations, they must detail, in writing and within this time period, adequate reasons for the reservations and specifics of the desired corrections (a "**Dispute Notice**"). If these reservations are justified, ACOLAD UK may choose to proceed with the correction or with the replacement of the Deliverable(s). In the case of unjustified reservations, ACOLAD UK is entitled to charge the Customer for extra costs incurred by processing such reservations.

Should the Customer fail to respond with a complaint regarding the Deliverables(s) within said ten (10) calendar days from the Delivery Date, the Deliverables shall be deemed accepted and cannot be subject to the abovementioned procedure.

Complaints regarding an invoice or other work should be submitted within ten (10) days of receipt of said invoice or other work.

Documents may be delivered by post, email or portal.

8. Obligations of the Customer

The Customer shall undertake to:

- inform ACOLAD UK in advance, as far as possible, of any new project involving the Services in order to enable ACOLAD UK to set up the appropriate teams,
- cooperate fully and in good faith with ACOLAD UK and, in particular, provide ACOLAD UK with all necessary information in connection with the performance of the Services, as well as answer any question sent by ACOLAD UK,
- **put ACOLAD UK's employees, agents, consultants, trainees and subcontractors ("Representatives") dedicated to the performance of the Services in contact with its own Representatives involved in the performance of the Services where applicable,**
- pay the final invoiceable amount according to the Terms and Conditions defined herein.

9. Limitation of Liability

The Customer acknowledges to use the Services as they are and that these services are provided to you "as is" and subject to availability. In particular, under no circumstances does ACOLAD UK guarantee:

- that your use of the Services will meet your requirements;
- that your use of the Services will be uninterrupted, possible at any time, reliable, and free of errors;
- that all of the information obtained following your use of the Services will be accurate or reliable;
- that any malfunctions or problems with the availability of the Services will be corrected.

In addition, ACOLAD UK explicitly excludes any warranty or conditions of any kind, explicit or implicit, including but not limited to the implicit warranties and conditions of market quality, appropriateness for a specific use and the absence of forgery.

ACOLAD UK shall be liable towards the Customer and shall indemnify the Customer against any direct damage for which ACOLAD UK is responsible, with the exclusion of damages caused by events of Force Majeure, indirect and/or consequential damages, or loss of profit.

ACOLAD UK assumes no liability for loss or damage to physical or digital data or media transferred to it via post or digital channels and cannot guarantee safe or timely return of goods to senders. ACOLAD UK members, including its directors, employees and subcontractors cannot be held personally liable for ACOLAD UK's debts or other losses. ACOLAD UK does not accept any responsibility for the views of the speakers expressed in its documents.

The Customer shall be liable for all damage it may cause to ACOLAD UK, its employees, directors, parent companies, subsidiaries and partner companies and undertakes to indemnify ACOLAD UK, its employees, directors, parent companies, subsidiaries and partner companies for any direct or indirect damage or loss they may suffer due to the Customer's failure to comply with its obligations or due to the publication of transcribed data or libellous or illegal matters contained in any material printed or produced for the Customer. The Customer undertakes to indemnify, defend and discharge ACOLAD UK, its employees, directors, parent companies, subsidiaries and partner companies of any liability in the event of claims or disputes arising as a result of improper use of the Services or default.

The Customer shall therefore be obliged to indemnify ACOLAD UK, its employees, directors, parent companies, subsidiaries and partner companies for the direct and indirect consequences of any claims or actions of any kind whatsoever, whether civil or criminal, that may be brought or presented by a third party in relation to the Customer's improper use of the Services or its failure to comply with these terms and conditions, without the Customer being able to invoke any limitation of liability or any limit on compensation.

BY MEANS OF AN EXPRESS AGREEMENT BETWEEN THE PARTIES, THE LIABILITY OF BOTH PARTIES UNDER THIS AGREEMENT SHALL BE LIMITED, PER EACH CONTRACTUAL YEAR, TO 100% OF THE AMOUNT INCLUSIVE OF TAX OF THE SERVICES PAID BY THE CUSTOMER DURING SAID CONTRACTUAL YEAR, OR TO 200% OF THE AMOUNT INCLUSIVE OF TAX OF THE SERVICES PAID BY THE CUSTOMER WITHIN THE FRAMEWORK OF THE ORDER, WHICHEVER IS THE GREATEST, EXCEPT BY REASON OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR REGULATORY REQUIREMENTS.

In special circumstances where an indemnity clause or consequential loss clause is required by the Customer, such clauses will be considered for negotiation at ACOLAD UK's discretion; in order to be deemed valid by ACOLAD UK, any such clause(s) must be additionally ratified by a separate contract setting out the scope and limitations of the clause(s), which must be signed off by at least two senior ACOLAD employees.

Finally, the Parties agree that all liability claims to which the Agreement may give rise shall be time-barred within a period of one year from the occurrence of the event or from the date the event has been brought to the knowledge of the affected Party.

10. Force Majeure

Neither of the Parties may be held liable for any breach of its obligations if it results from a case of Force Majeure as defined by the applicable law. The Party subject to the case of Force Majeure shall immediately inform the other Party of its inability to perform. The suspension of obligations or delay may under no circumstances be a cause for liability for non-performance of the obligation in question, nor induce the payment of damages or penalties for late performance.

11. Financial Conditions

11.1. Price

The price of the Services, whether or not it appears in a quotation, will be calculated on the basis of the price list.

ACOLAD UK's prices are in the quoted currency (GBP) and are subject to the prevailing legal local rates of Value Added Tax ("**VAT**"), unless the point of origin is exempt from UK VAT. Invoices must be paid by UK entities or, by express agreement only, EU entities. For work within the scope of these Terms and Conditions, ACOLAD UK can neither invoice companies based in the United States of America nor process W8 forms. ACOLAD UK cannot accept payments in foreign currency, and the Customer is liable for any currency conversion or bank fees associated with overseas payments.

11.2. Invoicing and payment terms

Unless agreed or stated in the applicable law differently, for Customers with an existing account, any payment is due in full within fifteen (15) days of the invoice date. Invoices are payable by card or bank transfer. Cash payments cannot be accepted. The issuing and payment of invoices shall not be subject to review or acceptance of the Deliverables by the Customer.

The Customer may not invoke a formal irregularity (purely material error and/or missing or erroneous obligatory mention) on an invoice to refuse to pay it. However, a Customer who notices such an irregularity must notify ACOLAD UK so that it can rectify said irregularity.

Any Dispute Notice must be notified within ten (10) calendar days of the invoice date. The Dispute Notice must indicate the reasons and supporting elements of the dispute, otherwise it shall be deemed inadmissible. However, the Customer must pay the undisputed invoice items on the due date. The Customer waives the right to dispute any invoice after ten (10) days of receipt.

In cases of default, a flat-rate recovery indemnity as defined under applicable law and a late payment interest is due amounting to 1% per month that the unpaid invoice is due or the maximum applicable interest rate, whichever one is higher, as from the first day of payment delay without the need for a reminder and without prejudice to ACOLAD's right to claim any additional damages. ACOLAD reserves the right to claim an additional 15% of the total amount due if collection costs are incurred with a third party and those collection costs exceed the amount the flat-rate recovery indemnity as defined under applicable law. All payments executed by the Customer to fulfil unpaid invoices shall first be applied to reduce all judicial or extra-judicial collection costs due, including applicable late interest fees, and thereafter to fulfil any outstanding invoice amounts.

11.3. Payment and Prepayment Obligations

For any services rendered by ACOLAD UK, ACOLAD UK reserves the right to require or waive prepayment. All other invoicing and payment terms outlined in the Terms and Conditions, including provisions related to invoice disputes and late payment interest, will remain applicable to ACOLAD UK Customers once the prepayment condition is fulfilled.

11.3.1. Private Litigants

(i) This Article applies exclusively to court transcription services ordered by individual private litigants or other individuals acting for purposes outside their trade, business, craft or profession

(ii) All Private Litigants are obliged to pay the estimated price stated in the quotation before the Services can commence

(iii) The services provided by the Company are highly specialised, bespoke and irreversible once performed. To protect our clients' personal data privacy and avoid invasive credit-vetting procedures, the Company does not perform individual credit checks, nor do we offer open credit accounts to private individuals. As court proceedings inherently carry significant financial and credit risks for the parties involved, the Company requires the estimated cost of the transcript to be paid upfront in cleared funds before work commences

11.3.2. Professional Clients including Professional Legal Practices

Unless explicitly stated by ACOLAD UK, Professional Clients are not required to prepay. ACOLAD UK reserves the right to reinstate the need for professional clients to prepay in instances including but not limited to the continued late payment of invoices, organisational credit risk and large project requests.

(i) Incorporation and Exclusion of Conflicting Terms

The provisions of this Part C are incorporated into the Contract to the exclusion of any other terms and conditions which the Professional Client purports to apply, assert, or incorporate under any purchase order, confirmation of order, specification, or other transactional documentation.

(ii) Warranty of Capacity and Principal Liability

The Professional Client hereby warrants, represents, and covenants that it enters into this Contract as a principal in its own right, and not as an agent or intermediary on behalf of any third-party beneficiary. The Professional Client assumes primary, absolute, and non-delegable liability for the punctual performance of all obligations hereunder, and irrevocably waives and disclaims any right, defence, or triable issue arising from its representative or agency status.

(iii) Covenant to Pay and Time of the Essence

The Professional Client shall satisfy each invoice issued by the Company in full in cleared funds within fifteen (15) calendar days from the date of the invoice (the "**Due Date**"). Payment shall be made to the bank account nominated in writing by the Company. Time of payment of the fees shall be of the essence of the Contract.

(iv) Absolute, Independent, and Non-Contingent Obligations

The payment obligations of the Professional Client under this Contract constitute absolute, independent and unconditional covenants. Payment of the Fees shall be made in full, free and clear of, and without any deduction, set-off (whether legal or equitable), counterclaim, abatement or withholding of any nature whatsoever. Without prejudice to the generality of the foregoing, the Professional Client's liability to pay the Fees on or before the Due Date shall not be suspended, deferred, or made contingent upon:

- (a) the occurrence or non-occurrence of any collateral transaction; or
- (b) the receipt of any third-party disbursement, the finalisation of public or private funding arrangements, the clearance of client funds or the outcome of any administrative or judicial costs assessment.

(v) Inspection, Deemed Acceptance, and Contractual Estoppel

(a) **Deemed Acceptance:** In accordance with the Article "**Acceptance of Deliverables and Complaints**", the Professional Client shall inspect the completed Deliverables upon delivery. The Deliverables shall be deemed to conform in all respects with the agreed specifications and to have been unconditionally accepted by the Professional Client unless the Professional Client serves a detailed written Dispute Notice of a material defect or non-conformity upon the Company within ten (10) calendar days of delivery.

(b) **Contractual Estoppel:** In the absence of a Dispute Notice served in strict accordance with these Terms and Conditions, the Professional Client shall be contractually estopped from asserting any breach of contract, defect or non-conformity in respect of the Deliverables and shall be barred from withholding payment of the Fees or claiming any legal or equitable remedy in connection therewith.

(c) **Severability of Disputes:** If a valid Dispute Notice is served in accordance with the Article "**Acceptance of Deliverables and Complaints**", the dispute shall apply only to the specific portion of the invoice directly affected by the alleged non-conformity. The Professional Client shall remain obligated to satisfy the undisputed portion of the Fees in full on or before the Due Date.

(d) **Right of Retention and Suspension:** If any invoiced Fees remain unpaid after the Due Date, the Company shall, without prejudice to any other rights or remedies, where applicable, be entitled to:

- exercise a general lien and right of retention over any completed or partially completed Deliverables; and
- suspend the performance of any other pending or future services for the Professional Client under this or any other contract, without liability for any resulting delay.

11.3.3. Overseas Customers

Prior to the commencement of any work for Customers located outside the UK, full payment must be received by ACOLAD UK before the initiation of these Services. Prepayment is required to comply with ACOLAD GROUP policy guidelines, which mandate the implementation of mitigation measures for Customers located outside the home territory of the entity providing the service. If residing or registered overseas, the Customer acknowledges and agrees that ACOLAD UK will not proceed with the delivery of services until the prepayment is duly received.

11.4. Set-off

The Customer may not under any circumstances assert any right of set-off or retention. Any counterclaim on the part of the Customer must be the subject of an invoice or a request for a credit note. Any set-off not previously authorised by ACOLAD UK shall constitute a payment incident.

11.5. Financial guarantees

For orders that foreseeably require a processing period of over two months, or for high-value orders and/or orders placed by new Customers, ACOLAD may demand advance payment of a percentage rate of the full cost as agreed with the Customer and will issue monthly invoices for services rendered so far until payment has been received in full.

If the fulfilment of a claim for payment is at risk as a result of a deterioration of the Customer's financial situation arising or becoming known after commencement of the Services, ACOLAD UK is entitled to demand an advance payment, retain Services that have not yet been delivered or cease working further. ACOLAD UK also retains such rights if the Customer is in default for payment of invoices until payment of such invoices has been received in full. In such cases, ACOLAD UK shall not be held liable for any delays nor waive its right to claim any additional damages.

12. Confidentiality

Each Party undertakes to keep confidential all information it receives from the other Party by not disclosing the other Party's confidential information to any third party, other than Representatives with a need to know, and not using the other Party's confidential information except to exercise its rights and fulfil its obligations under the General Conditions and/or the Orders.

Notwithstanding the foregoing, neither Party shall have any obligation whatsoever with respect to information that, (i) has or would become publicly available without this resulting from any fault of the Party receiving it, (ii) is independently developed by the Party receiving it, (iii) is known to the Party receiving it before it is disclosed to it by the other Party, (iv) would legitimately be received from a third party who is not under an obligation of confidentiality, or (v) should be disclosed by law or court order (in which case it should be disclosed only to the extent required and after giving written notice to the Party providing it).

The Parties' obligations with respect to confidential information shall remain in force for the duration of the Terms and Conditions and for a period thereafter in accordance with HMCTS requirements.

13. Intellectual Property

Each Party grants to the other Party a non-exclusive, non-transferable licence (except to the Affiliates of the other Party) to use its tools, methods, works, software, know-how, or other intellectual property. This licence is granted free of charge for the duration of the Terms and Conditions and, to the extent necessary (i) to ACOLAD UK to provide the Services and, (ii) to the Customer to use, reproduce, modify, adapt and represent the Services and Deliverables.

14. Personal Data

Within the framework and for the purposes of exchanges related to their business relationship and relationship management, the Customer and ACOLAD UK shall process the Personal Data of the other Party's Representatives. In this respect, the Parties are each responsible for the processing of the Personal Data of the other Party's Representatives. The Customer Representative's Personal Data will be processed by ACOLAD UK in accordance with its Privacy Policy.

With regard to the data contained in the documents or other materials transmitted by the Customer as part of a Service, the Customer undertakes to only transmit to ACOLAD documents or other materials that do not contain any personal data. By way of exception, if the presence of personal data in the documents or other materials transmitted by the Customer proves, in the Customer's opinion, to be indispensable for the performance of the Service, the Customer undertakes to inform ACOLAD of this in advance. The Parties shall then implement a data protection agreement, as applicable. The Customer warrants to ACOLAD that it has the necessary rights and authorisations to transmit such data to ACOLAD and indemnifies ACOLAD against any recourse in this respect.

ACOLAD UK undertakes not to make any use of the personal data contained in a document except for the performance of the Services and to implement the appropriate technical and organisational measures in order to guarantee a level of security appropriate to the risk. This data is Confidential Information within the meaning of the Article "Confidentiality" of the Terms and Conditions.

15. Subcontracting

ACOLAD UK is expressly authorised herein to subcontract all or part of its obligations under the Terms and Conditions. In this respect, the Customer acknowledges that the Services are performed by transcriptionists who, for the most part, are subcontractors. In the event of subcontracting, ACOLAD UK shall remain solely liable for the proper performance of the Services. To this end, ACOLAD UK ensures that its subcontractors comply with obligations at least equivalent to those imposed on ACOLAD UK under the Terms and Conditions.

16. Non-solicitation

Each Party shall refrain from soliciting, employing or otherwise using the services, directly or indirectly, of any Representative of the other Party who is or has been involved in the performance of the Services.

This prohibition shall apply, **(i)** for the entire duration of the Terms and Conditions and for a period of twelve (12) months from its termination and, **(ii)** even where the solicitation is at the initiative of said Representative. In addition, the prohibition shall apply to any Representative of the other Party who has not been an employee of that Party for less than twelve (12) months at the time the breach of this Article materialises.

Failure to comply with this Article shall entail the obligation for the defaulting Party to pay the other Party, by way of compensation, an amount of €50,000 (inclusive of tax).

17. Assignment

These Terms and Conditions may not be assigned by a Party without the prior written consent of the other Party, which shall not be unreasonably withheld, provided, however, that no consent shall be required for any assignment to an Affiliate of the Parties or any assignment in connection with any merger, acquisition, or sale of all or substantially all of the assets of either Party to a third party that agrees in writing to be bound by the terms and conditions of these Terms and Conditions. Any assignment or transfer of these Terms and Conditions made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the Parties' respective successors and permitted assigns.

18. Notices

Notices shall be addressed by registered letter with acknowledgement of receipt to the elected domicile of the Parties. Any notice shall take effect from the date of its first submission.

19. Validity

The nullity or inapplicability of any of the stipulations of the Terms and Conditions shall not entail the nullity of the other stipulations, which shall retain their full force and scope. However, the Parties may, by mutual agreement, agree to replace the invalidated stipulations.

20. Non-waiver

Failure by one of the Parties to invoke the provisions of the Terms and Conditions or its rights or remedies shall not be deemed to constitute a waiver of that Party's rights of action and shall not prejudice the rights of that Party to act subsequently.

21. Term

These Terms and Conditions shall become effective on the date of the first Order placed for the provision of a Service, which therefore automatically entails the Customer's acceptance of the Terms and Conditions.

They shall remain in force until the expiry or termination of the last Order.

Without prejudice to ACOLAD UK's right to arrears of charges payable under this Terms and Conditions or other sums due or for damages for breach of these Terms and Conditions, ACOLAD UK may terminate the Order under these Terms and Conditions on the occurrence of any of the following events:

- (i)** if the Customer shall do or allow to be done any act which may prejudice or endanger ACOLAD UK's property or rights in the equipment, or
- (ii)** if the Customer shall have a bankruptcy order made against it, or
- (iii)** if the Customer shall be liquidated or wound up or have a petition for winding up presented against it or pass a resolution for voluntary winding up, or
- (iv)** if a petition for the appointment of an administrator is presented against the Customer or if the Customer has a receiver or administrative receiver appointed, or
- (v)** if the Customer shall convene any meeting of its creditors or make a deed of assignment or arrangement or otherwise compound with its creditors, or
- (vi)** if any steps shall be taken to levy a distress or execution or if a distress or execution shall be levied or threatened to be levied upon any chattels of or in the possession of the Customer, or

22. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of the country or state of the ACOLAD company issuing the quotation, sales order or any other written agreement, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 ("CISG").

In the event of any dispute relating to the validity, interpretation or execution of the Terms and Conditions, the Parties undertake to attempt, before any referral to a court of law, to find an amicable solution to such dispute, controversy or claim.

In any event, should the Parties fail to find an amicable solution within thirty (30) calendar days, **ANY DISPUTE BETWEEN THE PARTIES SHALL FALL UNDER THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN THE DISTRICT OF THE REGISTERED OFFICE OF THE ACOLAD COMPANY ISSUING THE QUOTATION, SALES ORDER OR ANY OTHER WRITTEN AGREEMENT, INCLUDING IN THE EVENT OF EMERGENCY INTERIM MEASURES, PETITIONS OR PLURALITY OF DEFENDANTS.**

23. Electronic Signatures

Electronically executed or electronically transmitted signatures shall have the full force and effect of original signatures.