

## QWARIE LTD CONTRACT FOR THE SUPPLY OF THE CLASSROOM TRAINING UNIT

### 1. Introduction

**(a)** This contract sets out the Supplier's terms and conditions for the supply of the Classroom Training Unit.

**(b)** The Classroom Training Unit (CTU) consists of 10 Laptop Computers, equipment for an independent internet service, associated cables, power extensions and other accessories to facilitate the performance of the training.

### 2. Terms and Conditions

#### 2.1. Pricing:

**(a)** CTU Day Rate: £300, and;

**(b)** Transport Expenses:-

**(b.i)** Greater London: £80, or;

**(b.ii)** UK mainland (outside London) £150, or;

**(b.iii)** UK islands & Europe Mainland: POA

**(c)** Optional Handling Surcharge: £750 (see clause 3.2(b) of this contract)

#### 2.2. Term

**(a)** This contract becomes binding, on the Parties, on the day when the Parties have agreed that the Supplier shall provide a CTU.

**(b)** This contract shall remain in effect until such time as:-

**(b.i)** the CTU is released to the courier, and;

**(b.ii)** the Supplier's invoice shall be paid in full by the Customer.

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## 2.3. Conditions

- (a) Storage conditions for the CTU are set out in section 3.2. Customer Rights and Obligations.
- (b) Purchase of courier or other transportation services is set out in section 3.1. Supplier Rights and Obligations.

## 3. Rights and Obligations

### 3.1. Supplier Rights and Obligations

The Supplier shall:-

- (a) reserve the right to be remunerated for the supply of a Classroom Training Unit (CTU).
- (b) reserve the right to determine the type and brand of all assets within the CTU.
- (c) be obliged to source a courier, or other transportation service, for delivery and collection of the CTU, to and from the premises of the Customer.

### 3.2. Customer Rights and Obligations

The Customer shall:-

- (a) have the right to source and provide their own courier or other transportation service.
- (b) where agreed, designate one person that shall be responsible for the receipt, safe storage and dispatch of the CTU, so that;
- (c) receive the CTU from the courier, and;
- (d) provide safe storage of the CTU while it is on the Customer's premises, and;
- (e) provide access, on demand of the Supplier's representative, to the CTU, and;
- (f) deliver the CTU to the training room before the training is scheduled to commence, and;
- (g) provide access to the training room at least 90 minutes before the training is scheduled to commence, so that, the trainer of the Supplier might have sufficient time to prepare the classroom before the commencement of the training.

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- (h)** collect and securely store the CTU after the delivery of the training, and;
- (i)** facilitate collection by the nominated courier, so that the CTU might depart the premises of the Customer.
- (j)** while on the premises of the Customer, is obliged to guarantee the CTU, the against damage including, but not limited to fire and water damage and theft of the CTU and any of it's contents to the value of £10,000.

#### 4. Force Majeure

**(a)** The Supplier shall be entitled to delay, limit or cancel the supply of the CTU where it is prevented from or hindered or delayed in the provision of the CTU through any circumstances beyond its reasonable control; including strike, lock-out or other industrial dispute (whether involving the workforce of the Supplier or any other Party), detainment in customs and/or any security agency that might intervene and compromise the delivery of the CTU, accident, war, government agency action, compliance with any law or governmental order, rule, regulation or direction, national emergency, act of terrorism, threat of terrorism, protest, riot, civil commotion, malicious damage, explosion, flood, epidemic, fire, storm, earthquake, tsunami, wrongful arrest, failure of a dependent Third Party, failure of a utility service, including mobile data access or transport network, breakdown of plant or machinery or default of it's Third Parties.

#### 5. Termination

**(a)** Where the Customer fails to comply with any of the terms and conditions of this contract, the Supplier reserves the right to not deliver the training and to terminate the training contract with immediate effect, and with no obligation to convey prior notice of termination to the Customer.

#### 6. Governing Law and Jurisdiction

**(a)** This contract, and any disputes or claims arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) is governed by, and construed in accordance with, the laws of England and Wales.