



Samsung Electronics UK Ltd  
 Samsung House  
 1000 Hillswood Drive  
 Chertsey Surrey  
 KT16 0PS  
 Tel 01932 455000  
 VAT NO IE9984 137W

# CREDIT

## ACCOUNTS PAYABLE

POWER CITY LIMITED  
 UNIT 12, PINWOOD CLOSE, BOYHALL RD  
 BRAY  
 WICKLOW  
 IRELAND

## SHIP TO ADDRESS

POWER CITY LIMITED  
 UNIT 12, PINWOOD CLOSE, BOYHALL RD  
 BRAY  
 WICKLOW  
 IRELAND

Customer VAT No. : IE4808938E  
 SEUK WEEE Reg. No. : 978WB

| CREDIT 5033279975      |                  | CREDIT DATE 28.10.2019 |              |                |
|------------------------|------------------|------------------------|--------------|----------------|
| Customer Reference     | Customer account | Our Reference          | Invoice Date | Invoice Number |
| AUG SOA BG             | 6207630          | 0124099266             |              |                |
| CR(Sales deduction) 20 |                  |                        |              |                |

| Material Description  | Sold as | Invoiced Qty | Unit Price | VAT % | VAT Rate | Unit Value |
|---|---------|--------------|------------|-------|----------|------------|
| QE49Q60RATXXU<br>QLED TV, QE49Q60RAT, 49, UNITED KINGDOM, QWD |         | 5 PC         | 115        | 0,00  | 0,00-    | 575,00-    |
| QE43Q60RATXXU<br>QLED TV, QE43Q60RAT, 43, UNITED KINGDOM, QWD |         | 9 PC         | 30         | 0,00  | 0,00-    | 270,00-    |
| QE65Q60RATXXU<br>QLED TV, QE65Q60RAT, 65, UNITED KINGDOM, QWD |         | 9 PC         | 230        | 0,00  | 0,00-    | 2.070,00-  |
| QE55Q60RATXXU<br>QLED TV, QE55Q60RAT, 55, UNITED KINGDOM, QWD |         | 5 PC         | 160        | 0,00  | 0,00-    | 800,00-    |
| QE65Q85RATXXU<br>QLED TV, QE65Q85RAT, 65, UNITED KINGDOM, QWD |         | 2 PC         | 320        | 0,00  | 0,00-    | 640,00-    |

Currency : EUR @ 0,86377 / GBP

|                    |                  |
|--------------------|------------------|
| Total Value        | 4.355,00-        |
| Total VAT          | 0,00-            |
| <b>Final Total</b> | <b>4.355,00-</b> |

All transactions shall be subject to Samsung Electronics (UK) Limited ("Samsung") current terms and conditions, copies available by request. Your attention is drawn in particular to the paragraphs concerning title exclusion of terms and restrictions of liability.

NOTE : UNTIL ALL GOODS ARE FULLY PAID FOR, THE TITLE OF THE GOODS CONTINUE TO REMAIN VESTED IN SAMSUNG.

Any Variation to these terms and conditions must be agreed in writing and signed by both parties. Any other terms proposed by the buyer shall be considered invalid.

# SAMSUNG ELECTROICS (UK) LIMITED

## GENERAL CONDITIONS OF SALE (October 2014 Revision)

These General Conditions of Sale (together the "Conditions" and each a "Condition") alone shall govern and be incorporated in every contract for the sale of goods entered into by or on behalf of Samsung Electronics (UK) Limited (the "Company") with any customer whose order for goods is accepted by the Company (the "Customer").

### 1. **RULING CONDITIONS**

(a) Any contract for the sale by the Company of any goods made between the Company and the Customer (each a "Contract") is subject to these Conditions. By placing an order for Goods the Customer agrees to deal with the Company on these Conditions to the exclusion of any other terms, conditions, warranties or representations (unless given fraudulently) including, without limitation, terms or conditions which the Customer purports to apply under any purchase order, invoice or other document or which might be implied by trade or a course of dealing unless these Conditions are excluded or varied by written agreement between the Company and the Customer. In these Conditions, the term "Goods" means any goods (or part thereof) agreed in the Contract to be supplied by the Company to the Customer.

(b) Acceptance of delivery of the Goods from the Company shall be conclusive evidence before any court or arbitrator that the Customer has read and understood these Conditions and has agreed to their incorporation into the sale contract in respect of the Goods to the exclusion of all other conditions of sale.

### 2. **FUTURE CONTRACTS**

(a) If, subsequent to any Contract which is subject to these Conditions, a Contract is made with the same Customer without reference to any conditions of sale or purchase, such Contract however made shall be deemed to be subject to these Conditions. The application of these Conditions to a Contract shall constitute notice to the Customer of their applicability to all future orders which are accepted by the Company.

(b) Each Contract contains all the terms agreed by the Customer and the Company in relation to its subject matter and supersedes all prior agreements, understandings and arrangements, whether oral, in writing or arising from a course of dealing.

### 3. **QUOTES AND REPRESENTATIONS**

- Quotes issued by the Company are not offers capable of acceptance by the Customer so as to make a binding contract.
- Each order placed by the Customer or acceptance by the Customer of a quotation for Goods from the Company (an "Order") shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions. Any Order is subject to acceptance at the Company's absolute discretion. A binding Contract shall not come into existence until the Order is accepted by the Company in writing or (if earlier) the Company delivers the Goods to the Customer.
- The Customer is responsible for assessing the Goods' suitability and appeal. Employees and/or agents of the Company are not authorised to provide advice, recommendations or otherwise make any representation concerning the Goods, all of which are accepted at the Customer's own risk. The Company shall not be liable for any such representations unless expressly confirmed by the Company in writing. The Customer may not rely on any such representation.
- No representation contained in any advertising or promotional literature will form part of a Contract.
- The Customer represents to the Company that the Customer buys the Goods from the Company in the course of a business of selling Goods of the class ordered or for the purpose of a trade or undertaking carried on by the Customer and that the Customer does not deal with the Company as a Consumer (within the meaning of Schedule 1 of the Sale of Goods Act 1979 or, as regards Irish Customers, Section 3 of the Sale of Goods and Supply of Services Act 1980).
- For the avoidance of doubt, unless notified in writing by the Company, any Goods sold to the Customer by the Company are sold on a non-exclusive basis, and the Customer has not been appointed as an exclusive purchaser of the Goods.

### 4. **SPECIFICATIONS AND WARRANTY**

(a) Subject to Condition 4(b), the Company warrants that all Goods supplied to the Customer shall, for a period of 18 months from the date of delivery to the Customer or (if earlier, 12 months from the date of purchase of the Goods by a consumer from the Customer (where consumer has the meaning given in it to Schedule 1 of the Sale of Goods Act 1979, or in the case of sales within Ireland, Section 3 of the Sale of Goods and Supply of Services Act 1980), save for spare parts where the period shall be limited to six months from delivery to the Customer, conform in all material respects with any advertised technical specification for the Goods or any instructions included with the Goods (the "Warranty").

- The Company shall have no liability to the Customer for any claim under the Warranty;
  - In the extent that any defects are attributable to fair wear and tear, willful damage, misuse, improper storage or handling, negligence, abnormal working conditions, the use of the Goods in combination with other products, any drawing, design or specifications supplied by the Customer, failure to follow the Company's reasonable instructions (whether oral or in writing) or alteration or repair of Goods without the Company's prior approval;
  - If the total price for the affected Goods has not been paid by the due date for payment;
  - If for parts, supplies or equipment not manufactured or supplied by the Company; or
  - If in respect of any alteration (made by the Company) to the Goods which prevents the Customer from using such altered Goods for a purpose (or purposes) not in the specification for the Goods nor for which the Goods were designed.
- (c) The Company shall at its discretion provide end users purchasing Goods with a customer warranty or manufacturer's guarantee, in the terms determined from time to time by the Company.
- (d) The Company reserves the right, without liability, to alter the Goods' specifications (technical or otherwise) at any time before a Contract is entered into without prior notice to the Customer.
- (e) All Goods not manufactured by the Company are sold on an "as is" basis. Any such Goods are warranted only as warranted by their manufacturer.

### 5. **PRICE AND PAYMENT**

(a) Subject to Condition 5(b) the price for the Goods shall be the Company's quoted price (where such price has been accepted by the Customer and that offer has been accepted by the Company) or, where no price has been indicated, the price set out in the Company's published price list current at the date of its acceptance of the Order. Unless otherwise indicated, prices are quoted exclusive of the cost of delivery, packaging and insurance, any other applicable taxes (including without limitation Value Added Tax), duties, charges, levies, assessments and other fees of any kind imposed by government or other authority in respect of the purchase of the Goods, which shall be added to the price at the rates applicable on the date of the invoice.

(b) Selling prices are subject to alteration without prior notice and the Company reserves the right to invoice at the prices ruling at the date of despatch of the Goods (notwithstanding any price previously quoted) to take account of any increase in the cost to the Company which is due to any factor beyond the Company's control (including without limitation any foreign exchange fluctuations, currency regulators, alteration of duties, significant increases in the cost of labour materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer or any delay caused by the instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

(c) All prices quoted to the Customer are based on the full quantities specified by the Customer and the Company reserves the right to revise prices in the event of any quantities being reduced for whatever cause.

(d) Subject to Condition 5(f) the Company shall be entitled to invoice the Customer for the price of the Goods on or any time after delivery (or deemed delivery) of the Goods. The Customer shall pay each invoice in the currency specified by the Company to its nominated bank account without set off or deduction by no later than the end of the month following the month in which the Goods are delivered or deemed to be delivered. Time of payment shall be of the essence of the Contract.

(e) If the Customer does not pay an invoice in full and cleared funds to the Company by the due date, then (without prejudice to any of the Company's other rights and remedies in respect of such breach in law or under these Conditions) all other sums owing or incurred by the Customer to the Company but not already due for payment shall thereupon become due and immediately payable in full and the Company shall be entitled to: (i) recover the price of the Goods from the Customer by action, even though property in the Goods has not yet passed to the Customer in accordance with the provisions of Condition 9 below;

(ii) cancel the Contract or suspend any further deliveries to the Customer;

(iii) charge the Customer interest (both before and after judgment) on the amount unpaid at the rate of 4% above Barclays Bank Plc's base rate from time to time from the due date until the due payment in full is received by the Company;

(iv) If the Customer does not specify the invoice(s) against which a payment should be appropriated, the Company shall have the right to appropriate such payment against any invoice or debt as it sees fit. The Company will normally appropriate payment against the oldest invoices first but shall not be obliged to do so.

(v) The Company may, at any time and at its sole discretion, impose a credit limit on the Customer's account. If the Customer reasonably believes that the Customer's financial condition does not justify the existing payment terms (including, without limitation, where the Customer exceeds any credit limit), the Company may cancel any of the Customer's unfulfilled Contracts unless the Customer shall, upon written notice by the Company, forthwith pay for any Goods already delivered to it and/or pay in advance for the Goods which are the subject of the unfulfilled Contract.

### 6. **DELIVERY**

(a) The Company will use its reasonable endeavours to deliver the Goods in accordance with any delivery dates specified by the Company from time to time. The Company cannot, however, guarantee delivery dates and they are subject to alteration without prior notice. The Goods may be delivered by the Company in advance of the quoted delivery date.

(b) Time of delivery shall not be of the essence and any delay in delivery shall not entitle the Customer to refuse to take delivery of or reject the Goods or save as provided in Condition 7, terminate the Contract.

(c) If the Company shall have any liability to the Customer for loss or damage of any kind whatsoever whether direct or indirect or consequential (each term including, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, depletion of goodwill and like loss however caused) arising directly or indirectly by any delay in delivery.

(d) Unless otherwise agreed in writing delivery shall take place when the Goods are delivered to the Customer at the address specified in Order, or if none, at the Customer's last known delivery address.

(e) If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or if the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisation: (i) risk in the Goods shall pass to the Customer (including without limitation for loss or damage caused by the Company's negligence); (ii) the Goods shall be deemed to have been delivered; and (iii) the Company may store the Goods until delivery and the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(f) The Customer shall provide all necessary labour and equipment to enable the Goods to be safely unloaded at the delivery address. **7. FORCE MAJEURE**

(a) The Company shall not be in breach of the Contract, nor liable for any failure or delay in performance of any obligations under the Contract arising directly or indirectly from or attributable to an Event of Force Majeure. If delivery of an Order is delayed for a period in excess of 45 days due to an Event of Force Majeure, the unaffected part of the Order shall be entitled to terminate the affected Order upon 5 days' written notice.

(b) For the purposes of this Condition 7, an "Event of Force Majeure" means an event beyond the control of the Company (or any person acting on its behalf) including without limitation, strike, lockout, riot, civil commotion or civil unrest, fire, accident, explosion, terrorist, acts of God, earthquake, volcano, floods, riots, fires, sabotage, interference by civil or military authorities, acts of war (declared or undeclared), armed hostilities, other national or international calamity, one or more acts of terrorism, failure of energy sources, stoppage of transport, short supply of Goods or raw materials or any other contingency whatsoever preventing the manufacture or delivery of the Goods.

### 8. **RISK**

Risk in the Goods shall pass to the Customer upon delivery or (as provided for in Condition 6) deemed delivery. From the time of delivery or deemed delivery until the time property in the Goods passes to the Customer in accordance with the provisions of Condition 9 below, the Customer shall keep the Goods comprehensively insured against loss or damage by accident, fire, theft, and other risk usually covered by insurance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. The policy shall bear an endorsement recording the Company's interest. The Customer shall hold the proceeds of any claim upon such insurance in respect of the Goods on trust for the Company and shall account to the Company for the same.

### 9. **TITLE**

(a) Notwithstanding delivery and the passing of risk, property in the Goods shall remain with the Company unless and until: (i) the Company has received payment in full for the Goods (including without limitation payment of any interest due); and (ii) the Company has received payment in full for any other amounts owing to it by the Customer on any account whatsoever; or, in any event, (iii) the Customer sells the Goods in the normal course of business (in which case property shall pass to the Customer immediately before such sale). If any of the events in Condition 9(e) has occurred, the Customer shall have no right to sell the Goods and title shall not pass to the Customer.

(b) Until property in the Goods passes to the Customer, the Customer shall store the Goods in such a way as to enable them to be identified as the property of the Company and shall hold them as bailee for the Company (without affecting the right of the Customer to sell the Goods as referred to in Condition 9(a)).

(c) Until property in the Goods passes to the Customer under Condition 9(a), the Company reserves the right to repossess and uplift the Goods and thereafter to resell the same and for this purpose the Customer hereby grants an irrevocable right and licence to the Company's employees and agents to enter upon all or any of its vehicles or premises in which the Goods are stored with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the Company thereunder or otherwise.

(d) In the event that the Goods become attached to any item belonging to the Customer (the "Customer's Product"), and the Goods remain in the opinion of the Company's employees and/or agents readily detachable from the Customer's Product without causing damage to the Customer's Product, then until property in the Goods passes to the Customer under Condition 9(a), the Customer hereby grants an irrevocable right to the Company's employees and agents to separate and remove the Goods from the Customer's Product.

(e) Any agreement by the Company to supply Goods to the Customer, and the Customer's right to possession of the Goods shall cease forthwith in the following events: (i) the Customer or any agent of the Customer or the Customer has notified the Company that it has accepted the Goods or that it has possession of the Goods has ceased; or (ii) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts or admits inability to pay its debts; or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or (being a partnership) has any partner to whom any of the foregoing apply; or (iii) the Customer commences negotiations with all or any class of its creditors with a view to rescinding any of its debts; or makes a proposal for or enters into any compromise or arrangement with its creditors; or (iv) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or if reasonable doubt arises as to the solvency of the Customer; or (v) a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the Customer (other than, in the case of a company, for the sole purpose of a solvent reconstruction of the Customer or of a scheme for a solvent amalgamation of the Customer with one or more other companies within the Customer's group); or

(vi) an application is made to, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or (vii) a person becomes entitled to appoint or has appointed an administrative receiver or receiver over the Customer's undertaking, property or assets or any part thereof; or (viii) the Customer (being an individual) is the subject of a bankruptcy petition or order; (ix) a creditor or encumbrance of the Customer attaches or takes possession of, or gives notice to the Customer of commercial rent arrears recovery under the Tribunals Court and Enforcement Act 2007 in respect of the Customer, or a distress, execution, sequestration or other such process is levied or enforced or on sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days; or

(x) the Customer is dissolved or removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstruction); or (ix) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction in which it is subject that has an effect equivalent to (i) to (x).

### 10. **LIEN**

The Company shall be entitled to a general lien on all goods and property owned by the Customer in the Company's possession (although the Customer may have paid for the same in full) in satisfaction of the whole or part of any sums payable by the unpaid price of any Goods sold and delivered to the Customer under any Contract.

### 11. **EXCLUSION OF TERMS**

(a) THE ONLY WARRANTY SET OUT IN CONDITION 4(A) IS THE ONLY WARRANTY GIVEN BY THE COMPANY TO THE CUSTOMER IN RESPECT OF THE GOODS. THE WARRANTY IS GIVEN EXPRESSLY IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, CONDITIONS GUARANTEES OR OTHER TERMS, EXPRESS OR IMPLIED, WHETHER UNDER THE COMMON LAW, STATUTE OR OTHERWISE (INsofar AS THE SAME CAN LAWFULLY BE EXCLUDED). THE BENEFIT OF THE WARRANTY MAY NOT BE ASSIGNED OR TRANSFERRED IN ANY WAY.

(b) Nothing in these Conditions or Contract shall operate to exclude any implied term concerning the Company's title to sell the Goods or (where relevant) to exclude or limit any liability on the part of the Company for: (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; (iii) damage (if any) for which the Company is liable under Part 1 of the Consumer Protection Act 1987; or (iv) any other liability the exclusion or limitation of which is not permitted by English law.

### 12. **LIMIT ON LIABILITY**

(a) Subject to Condition 11(b), the Company's aggregate liability to the Customer in respect of all causes of action or continuing causes of action (including without limitation tort, contract, strict liability, tort (including without limitation negligence), misrepresentation or otherwise) shall not exceed the aggregate price paid by the Customer for the Goods under that Contract. The Customer agrees that this is a reasonable limitation on the Company's liability due to the nature of the Goods.

(b) Subject to Condition 11(b), the Company shall not be liable for any claim to the extent that it relates to: (i) loss of profits, goodwill, business opportunity or anticipated savings; (ii) injury to reputation; (iii) loss of data; (iv) third party losses; or (v) indirect, consequential or special loss or damage, regardless of the form of action, whether in contract, tort (including, but not limited to, negligence) or strict liability and regardless of whether the Company knew or had reason to know of the possibility of the loss or damage in question.

### 13. **CLAIMS FOR DAMAGE DEFECT LOSS OR DAMAGE**

(a) The Customer shall inspect the Goods immediately upon delivery. (b) The Goods shall be deemed to have been delivered in accordance with the despatch note undamaged, in good order, repair and condition without any shortage and to the Customer's satisfaction unless the Company receives written notice to the contrary as follows: (i) in the case of an individual or damage to the Goods which is not apparent on reasonable inspection by the Customer, written notice must be given on the driver's delivery documents detailing in full the nature of any defect or damage and the number of Goods affected within 3 days of the date of delivery; (ii) in the case of any shortage in delivery, written notice must be given on the driver's delivery documents detailing in full the extent of the shortage within 3 days of the date of delivery; (iii) in the case of non-delivery of any of the Goods written notice must be given within 3 days of the date set out in the invoice as being the date on which the Customer was notified that the Goods were due to be delivered or (if later) 5 days after receipt of the invoice by the Customer; (iv) in the case of any latent defects arising during the period specified in Condition 4(a) promptly upon discovery of the defect and in any event within 3 days of its discovery.

(c) Subject to Condition 11(b), the Company shall have no liability to the Customer whatsoever in respect of the Goods ordered under a Contract if the Customer fails to provide written notice in accordance with Condition 13(b).

(d) All Goods shall be returned and all claims under Conditions 4(a) and 13(b) will be processed by the Company in accordance with the procedures set out in the Company's written returns policy as provided and/or which is available to the Customer upon request.

(e) The Customer's or any other person's claim under Conditions 4(a) and 13(b) will be (at the Company's sole discretion) (i) repair or replacement of the defective Goods; or (ii) a refund of the proportion of price relating to the defective Goods. Any replacement goods shall be as nearly as possible identical with the Goods being replaced and it shall be at least of equal quality. The Company's compliance with this Condition 13(e) shall be deemed to satisfy any claim in damages or otherwise in respect of shortage of Goods or lack of conformity of the Goods with any terms of the Contract.

### 14. **EVENTS OF DEFAULT**

(a) The Customer is overdue with any payment (or part payment) to the Company; or (b) the Customer fails to take delivery of any Goods; or (c) the Customer repudiates or waives to the Company any part of its obligations under the Contract; or (d) the Customer or any agent of the Customer or the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts or admits inability to pay its debts; or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or (being a partnership) has any partner to whom any of the foregoing apply; or (g) the Customer commences negotiations with all or any class of its creditors with a view to rescinding any of its debts; or makes a proposal for or enters into any compromise or arrangement with its creditors; or (h) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or if reasonable doubt arises as to the solvency of the Customer; or

(i) the Customer is dissolved or removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstruction); or (j) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction in which it is subject that has an effect equivalent or similar to (i) to (j); or (k) the Customer is insolvent or a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the Customer (other than, in the case of a company, for the sole purpose of a solvent reconstruction of the Customer or of a scheme for a solvent amalgamation of the Customer with one or more other companies within the Customer's group); or

(l) an application is made to, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or (m) a person becomes entitled to appoint or has appointed an administrative receiver or receiver over the Customer's undertaking, property or assets or any part thereof; or (n) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(o) a creditor or encumbrance of the Customer attaches or takes possession of, or gives notice to the Customer of commercial rent arrears recovery under the Tribunals Court and Enforcement Act 2007 in respect of, or a distress, execution, sequestration or other such process is levied or enforced against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days; or (p) the Customer is dissolved or removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstruction); or

(q) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction in which it is subject that has an effect equivalent or similar to (i) to (q); or (r) the Customer is insolvent or a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the Customer (other than, in the case of a company, for the sole purpose of a solvent reconstruction of the Customer or of a scheme for a solvent amalgamation of the Customer with one or more other companies within the Customer's group); or

(s) an application is made to, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or (t) a person becomes entitled to appoint or has appointed an administrative receiver or receiver over the Customer's undertaking, property or assets or any part thereof; or (u) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(v) a creditor or encumbrance of the Customer attaches or takes possession of, or gives notice to the Customer of commercial rent arrears recovery under the Tribunals Court and Enforcement Act 2007 in respect of, or a distress, execution, sequestration or other such process is levied or enforced against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days; or (w) the Customer is dissolved or removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstruction); or

(x) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction in which it is subject that has an effect equivalent or similar to (i) to (x); or (y) the Customer is insolvent or a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the Customer (other than, in the case of a company, for the sole purpose of a solvent reconstruction of the Customer or of a scheme for a solvent amalgamation of the Customer with one or more other companies within the Customer's group); or

(z) an application is made to, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or (aa) a person becomes entitled to appoint or has appointed an administrative receiver or receiver over the Customer's undertaking, property or assets or any part thereof; or (ab) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(ac) a creditor or encumbrance of the Customer attaches or takes possession of, or gives notice to the Customer of commercial rent arrears recovery under the Tribunals Court and Enforcement Act 2007 in respect of, or a distress, execution, sequestration or other such process is levied or enforced against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days; or (ad) the Customer is dissolved or removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstruction); or

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(an) an application is made to, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or (ao) a person becomes entitled to appoint or has appointed an administrative receiver or receiver over the Customer's undertaking, property or assets or any part thereof; or (ap) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(aq) a creditor or encumbrance of the Customer attaches or takes possession of, or gives notice to the Customer of commercial rent arrears recovery under the Tribunals Court and Enforcement Act 2007 in respect of, or a distress, execution, sequestration or other such process is levied or enforced against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days; or (ar) the Customer is dissolved or removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstruction); or

(as) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction in which it is subject that has an effect equivalent or similar to (i) to (as); or (at) the Customer is insolvent or a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the Customer (other than, in the case of a company, for the sole purpose of a solvent reconstruction of the Customer or of a scheme for a solvent amalgamation of the Customer with one or more other companies within the Customer's group); or

(au) an application is made to, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or (av) a person becomes entitled to appoint or has appointed an administrative receiver or receiver over the Customer's undertaking, property or assets or any part thereof; or (aw) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(ax) a creditor or encumbrance of the Customer attaches or takes possession of, or gives notice to the Customer of commercial rent arrears recovery under the Tribunals Court and Enforcement Act 2007 in respect of, or a distress, execution, sequestration or other such process is levied or enforced against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days; or (ay) the Customer is dissolved or removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstruction); or

(az) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction in which it is subject that has an effect equivalent or similar to (i) to (az); or (ba) the Customer is insolvent or a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the Customer (other than, in the case of a company, for the sole purpose of a solvent reconstruction of the Customer or of a scheme for a solvent amalgamation of the Customer with one or more other companies within the Customer's group); or

(bb) an application is made to, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or (bc) a person becomes entitled to appoint or has appointed an administrative receiver or receiver over the Customer's undertaking, property or assets or any part thereof; or (bd) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(be) a creditor or encumbrance of the Customer attaches or takes possession of, or gives notice to the Customer of commercial rent arrears recovery under the Tribunals Court and Enforcement Act 2007 in respect of, or a distress, execution, sequestration or other such process is levied or enforced against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days; or (bf) the Customer is dissolved or removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstruction); or

(bg) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction in which it is subject that has an effect equivalent or similar to (i) to (bg); or (bh) the Customer is insolvent or a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the Customer (other than, in the case of a company, for the sole purpose of a solvent reconstruction of the Customer or of a scheme for a solvent amalgamation of the Customer with one or more other companies within the Customer's group); or

(bi) an application is made to, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or (bj) a person becomes entitled to appoint or has appointed an administrative receiver or receiver over the Customer's undertaking, property or assets or any part thereof; or (bk) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(bl) a creditor or encumbrance of the Customer attaches or takes possession of, or gives notice to the Customer of commercial rent arrears recovery under the Tribunals Court and Enforcement Act 2007 in respect of, or a distress, execution, sequestration or other such process is levied or enforced against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days; or (bm) the Customer is dissolved or removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstruction); or

(bn) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction in which it is subject that has an effect equivalent or similar to (i) to (bn); or (bo) the Customer is insolvent or a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the Customer (other than, in the case of a company, for the sole purpose of a solvent reconstruction of the Customer or of a scheme for a solvent amalgamation of the Customer with one or more other companies within the Customer's group); or

(bp) an application is made to, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or (bq) a person becomes entitled to appoint or has appointed an administrative receiver or receiver over the Customer's undertaking, property or assets or any part thereof; or (br) the Customer (being an individual) is the subject of a bankruptcy petition or order;