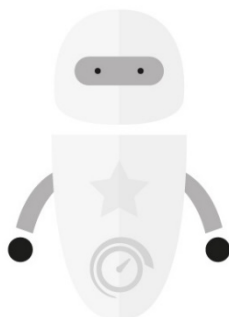


# Supplementary Terms - Sale of Goods and Loan or Rental of Equipment



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Errors and Omissions Excepted.

Grant McGregor shall sell Goods or loan or rent Equipment to the Client on the terms and conditions set out in Grant McGregor's General Terms and Conditions and these Supplementary Terms.

## **1. SUPPLEMENTARY DEFINITIONS**

- 1.1 'Defective' means that the Goods do not conform substantially to specification.
- 1.2 'LAN' means local area network situated at the Client's site and under the control of the Client.
- 1.3 'List Price' means the manufacturers retail price of the Goods prevailing at the Commencement Date.

## **2. TERM**

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Client's Order by Grant McGregor and shall run until the occurrence of the latest of the following events:
  - 2.1.1 The expiry of the warranty period set out herein;
  - 2.1.2 The termination of any Supplementary Terms for the supply of Services ('Supplemental Service Agreement') in conjunction with which Rental Equipment is to be provided as set out in the Order.

## **3. RENTAL AND LOAN OF EQUIPMENT**

- 3.1 Grant McGregor may, at its sole discretion agree to rent or loan Equipment to the Client. The provisions of this clause 3 shall only apply to Equipment that is rented from or loaned by Grant McGregor.
- 3.2 If Grant McGregor loans Equipment to the Client, all of the provisions of this clause 3, save sub-clause 3.3 shall apply.
- 3.3 If the Equipment is rented by the Client, the Client agrees:
  - 3.3.1 The rental charge, Minimum Term and billing period are as set out on the relevant Order and Supplemental Service Agreement;
  - 3.3.2 If the Client terminates the Supplemental Service Agreement at convenience prior to the end of its Minimum Term or any subsequent Additional Term the Client shall be liable for the rental charges payable for the remainder of the Minimum Term or Additional Term thereof as appropriate, plus any charges for the removal of the Rented Equipment;
  - 3.3.3 If Grant McGregor terminates the Supplemental Service Agreement due to the Client's un-remedied breach thereof prior to the end of the Minimum Term or any subsequent Additional Term, the Client shall be liable for the rental charges payable for the remainder of the Minimum Term or Additional Term as appropriate, plus any charges for the removal of the Rented Equipment;
- 3.4 Rented Equipment and Loaned Equipment shall at all times remain the property of Grant McGregor.
- 3.5 Without prejudice to any of its other rights, Grant McGregor may recover or resell the Rented Equipment or Loaned Equipment supplied and its servants or agents may enter upon the Client's premises for that purpose if any of the provisions of sub-clause 11.1 of the General Terms and Conditions are exercised by Grant McGregor and Grant McGregor has reasonable grounds to believe that its interest in the Rented Equipment or Loaned Equipment is or is likely to be in jeopardy.
- 3.6 In the event of a malfunction of the Loaned Equipment or Rented Equipment Grant McGregor shall at its sole discretion either repair the defective equipment or replace the defective equipment with equipment of equal or greater functional specification.
- 3.7 Grant McGregor shall at its sole discretion install the Rented Equipment or Loaned Equipment at the Client's site.
- 3.8 The Client undertakes to:
  - 3.8.1 Only use the Rented Equipment or Loaned Equipment in conjunction with the Services for which it has been provided;
  - 3.8.2 Store the Rented Equipment or Loaned Equipment in a manner that makes it readily identifiable as the Rented Equipment or Loaned Equipment;
  - 3.8.3 Keep the Rented Equipment or Loaned Equipment properly insured for not less than its List Price;
  - 3.8.4 Obtain and pay for all necessary licences, consents and approvals required for the installation and operation of the Rented Equipment or Loaned Equipment;
  - 3.8.5 Notify Grant McGregor promptly of any Issues in, loss of or damage to the Rented Equipment or Loaned Equipment;
  - 3.8.6 Pay Grant McGregor the cost of replacement of the Rented Equipment or Loaned Equipment (on a like for like basis) in the event of loss of or damage to the Rented Equipment or Loaned Equipment caused by the act, omission or negligence of the Client.
- 3.9 The Client undertakes not to:
  - 3.9.1 Pledge the Rented Equipment, Loaned Equipment or documents to title thereon, or allow any credit to arise thereon;

- 3.9.2 Dispose of the Rented Equipment, Loaned Equipment or documents of title thereon or any interest therein; or
- 3.9.3 Hold itself out as Grant McGregor's agent in respect of the Rented Equipment or Loaned Equipment; or
- 3.9.4 Repair, modify or otherwise maintain, or allow any other party to do same to the Rented Equipment or Loaned Equipment.
- 3.10 On termination of this Agreement, howsoever occasioned the Client shall:
  - 3.10.1 Return the Rented Equipment or Loaned Equipment to Grant McGregor in good condition, subject to reasonable wear and tear;
  - 3.10.2 Remain liable for the Rented Equipment or Loaned Equipment until such time as it has been delivered to Grant McGregor;
- 3.11 If the Rented Equipment or Loaned Equipment is not returned to Grant McGregor or is returned damaged, Grant McGregor shall be entitled to charge the Client, the cost of replacement Rented Equipment or Loaned Equipment (on a like for like basis) and any additional losses reasonably incurred by Grant McGregor.
- 3.12 The Client shall return Rented Equipment or Loaned Equipment to Grant McGregor within 30 days of any request by Grant McGregor to return such.

#### **4. PRICES AND CHARGES**

- 4.1 The Contract Price for Goods and /or Rental Equipment is set out in the Order and is subject to the provisions of clause 4.2 hereof.
- 4.2 Grant McGregor shall at any time be entitled to increase the prices for Goods or Rented Equipment set out in the Order:
  - 4.2.1 Should the Client alter its specification or instructions after the date of Order or Grant McGregor otherwise has to alter, modify or otherwise carry out work on any Goods;
  - 4.2.2 Should there be any increase in the cost to Grant McGregor of purchasing any Goods by reason of any foreign or currency fluctuations, alterations in any taxes or duties, variations in the cost of Grant McGregor's materials, components, labour or transport or by reason of any other cause whatsoever beyond the reasonable control of Grant McGregor.
- 4.3 All prices quoted by Grant McGregor are ex-works and are exclusive of Value Added Tax and other taxes, duties and other impositions and the Client shall pay all taxes, duties and other government charges in respect of the Goods or Rented Equipment at the rate ruling at the tax point, together with transport costs for delivery of the Goods or Rented Equipment to the Client if such transport / delivery costs are set out on the Order.
- 4.4 Save charges which may be made under the terms of clause 3 hereof for the rental of Equipment, there shall be no recurring charges under the terms of these Supplementary Terms.

#### **5. PAYMENT**

- 5.1 Notwithstanding the provisions of sub-clause 9.3 of the General Terms and Conditions, Grant McGregor shall be entitled at its sole discretion, to request payment for Goods prior to the despatch of such Goods to the Client.
- 5.2 Grant McGregor shall be entitled, at its sole discretion, to request payment for purchased Goods prior to the despatch of such Goods to the Client.
- 5.3 If Grant McGregor allows provisional credit or extends credit in respect of any part of the Goods, it shall be without prejudice to its right to refuse to give up possession of any other part of the Goods, save against payment.
- 5.4 Where the Goods are to be supplied or payment theretofore is to be made by instalments the failure of the Client to pay any of the instalments in due time shall entitle Grant McGregor to treat such failure as repudiation of the whole Order by the Client and to recover damages incurred as a result of such breach of the Agreement.
- 5.5 If payment is overdue in whole or in part then the whole of any amounts outstanding to Grant McGregor shall immediately become payable whether or not such monies should have been payable at that time but for the provisions of this sub-clause.
- 5.6 Grant McGregor shall raise invoices for Rented Equipment charges according to the charges and billing period set out on the Order.
- 5.7 If the Client is unable to accept delivery of the Goods on the agreed delivery date, Grant McGregor shall be entitled to invoice the Client as if such delivery had taken place.

#### **6. WARRANTY**

- 6.1 With respect to Goods that are manufactured by a third party and sold by Grant McGregor:
  - 6.1.1 Grant McGregor's only warranty to the Client is that the Goods shall conform substantially to the description provided by Grant McGregor and are free of any rightful claims of their manufacturer.

- 6.1.2 To the extent that any warranties extended to Grant McGregor by their manufacturer are transferable, Grant McGregor shall transfer such warranties to the Client.
- 6.1.3 Grant McGregor cannot pass onto the Client any greater warranty in respect of the Goods than that which has been conferred on Grant McGregor under the terms of Grant McGregor's agreement with its own supplier(s).
- 6.2 Subject to clause 14, the warranty contained in sub clause 6.1 is given in lieu of and shall be deemed to exclude all other implied warranties and conditions, and whether arising by common law, statute or otherwise.
- 6.3 If the supplied Goods are Defective or become Defective and the manufacturer agrees to accept a claim under its warranty provisions, the Client shall return the Goods to the location specified by Grant McGregor for the purpose of repair under such warranty.

## **7. TECHNICAL INFORMATION**

- 7.1 Grant McGregor shall be under no liability whatsoever resulting from or arising out of or in connection with or in relation to any statement made by any of its employees, servants or agents or contained in any document before the Agreement between Grant McGregor and the Client unless Grant McGregor gives notice in writing to the Client that it intends to rely on any such statement or document.
- 7.2 Without prejudice to the generality of sub-clause 7.1:
  - 7.2.1 Any description contained in any catalogue, sample price lists or other advertising material supplied by Grant McGregor is intended merely to present a general picture of the Goods sold by Grant McGregor and shall not form a representation to the Client or become part of any contract for sale of Goods made between Grant McGregor and the Client;
  - 7.2.2 Grant McGregor makes no warranty express or implied concerning any advice or recommendation made to it by the Client.

## **8. DELIVERY**

- 8.1 If Goods are to be delivered by Grant McGregor to the Client, such Goods shall be delivered to the location set out in the Order. Unless it is otherwise agreed in writing, such Goods shall be delivered by any means chosen by Grant McGregor and Grant McGregor shall not be under any obligation to provide personnel, plant or power to assist the unloading of the Goods.
- 8.2 If the Client is unable to take delivery of the Goods, Grant McGregor may at its sole discretion store the Goods at its risk, but may be entitled to charge the Client its reasonable costs for doing so.
- 8.3 Grant McGregor shall make reasonable endeavours to avoid delay but no responsibility is undertaken for meeting any specific delivery dates. Accordingly, no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery whether brought about by a cause beyond the control of Grant McGregor or not.
- 8.4 Grant McGregor shall be entitled to deliver the Goods, Rented Equipment or Loaned Equipment in one or more consignments unless otherwise agreed.
- 8.5 The Client shall inspect the Goods immediately on delivery thereof and shall within two Working Days from such delivery give Grant McGregor notice of any matter or thing by reason whereof the Client may allege that the Goods are not in accordance with the Order or are Defective. If the Client fails to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the Order and free from any defect which would be apparent on any reasonable examination and the Client shall be deemed to have accepted the Goods accordingly. If the Client establishes to Grant McGregor's reasonable satisfaction that the Goods are not in accordance with the Order or are Defective, Grant McGregor may elect to repair the Goods or to replace the Goods or to refund the purchase price against the return of the Goods.
- 8.6 If the Goods are lost or damaged in transit the Client shall notify both Grant McGregor and the carrier of the loss or damage within two Working Days of the delivery.
- 8.7 Grant McGregor shall not be responsible for the installation of Goods, Rented Equipment or Loaned Equipment at the Client's site under the terms of these Supplementary Terms, unless otherwise agreed.

## **9. RETURNS**

- 9.1 Goods supplied to the Client under the terms of this Agreement which the Client wishes to return for reasons other than those set out in sub-clause 8.6 cannot be returned without Grant McGregor's prior written consent.
- 9.2 The Client shall be responsible for delivering the Goods to Grant McGregor's premises and the Client shall be liable for all packaging and carriage costs.
- 9.3 All Goods returned to Grant McGregor shall be returned in the same condition and packaging in which such was originally delivered to the Client.
- 9.4 Grant McGregor shall be entitled to charge the Client a handling / re-stocking charge.

## **10. PASSING OF RISK**

- 10.1 The Goods shall be at the Client's risk from the time of delivery of the Goods to the Client or a third party identified by the Client and if the Client returns Goods to Grant McGregor, until the time of delivery back to Grant McGregor.
- 10.2 Where Goods are to be collected by the Client, or by the Client's carrier the Goods shall be at the Client's risk from the time of collection of the Goods.
- 10.3 Grant McGregor shall not be liable for any loss of any kind to the Client arising from any damage to the Goods occurring after the risk has passed to the Client howsoever caused, nor shall any liability of the Client to Grant McGregor be diminished or extinguished by such loss.

## **11. RETENTION OF TITLE**

- 11.1 The Goods agreed to be sold shall remain the property of Grant McGregor until all sums due to Grant McGregor have been paid in full.
- 11.2 Without prejudice to any of its other rights, Grant McGregor may recover or resell the Goods supplied and its servants or agents may enter upon the Client's premises for that purpose on the occurrence of any of the events listed in sub-clauses 11.1.1, 11.1.4, 11.1.7 and 11.1.9 of the General Terms and Conditions; or
  - 11.2.1 Grant McGregor has reasonable grounds to believe that the Client is insolvent or that Grant McGregor's right to receive payment or its interest in the Goods is or is likely to be in jeopardy.
- 11.3 Until title in the Goods has passed to the Client hereunder the Client shall not:
  - 11.3.1 Pledge the Goods or documents to title thereon, or allow any credit to arise thereon; or
  - 11.3.2 Dispose of the Goods or documents of title thereon or any interest therein; or
  - 11.3.3 Hold itself out as Grant McGregor's agent in respect of the Goods.
- 11.4 Until such times as the Client becomes the owner of the Goods supplied to it, the Client will:
  - 11.4.1 Keep the Goods properly insured for not less than its List Price;
  - 11.4.2 Store the Goods on its premises separately from its own goods in a manner which makes it readily identifiable as the Goods.

## **12. USE OF GOODS AND EQUIPMENT**

- 12.1 The Client shall bring to the attention of all persons using the Goods and / or Rented Equipment or Loaned Equipment all of Grant McGregor's instructions and recommendations for the use thereof.
- 12.2 The Client shall not remove or deface any label affixed to the Goods and / or Rented Equipment or Loaned Equipment referring any user thereof to Grant McGregor's instructions and or recommendations for use.
- 12.3 If any item comprised in the Goods is resold by the Client, the Client shall bring to the attention of its purchaser all of Grant McGregor's or the manufacturer's instructions and recommendations for use of the Goods. Further on such resale the Client shall exact an enforceable undertaking from its purchaser not to remove any label affixed to the Goods which refers any user thereof to Grant McGregor's or the manufacturer's instructions and recommendations for use of the Goods and that such purchaser shall take such steps as are necessary to ensure that there will be available in connection with the use of the Goods adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.
- 12.4 Where the Goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by the Client, the Client represents and warrants to Grant McGregor that the Client has or will have satisfied itself that all necessary tests and examinations have been made or will be made prior to the Goods being brought into use to ensure that the Goods are designed, constructed and operational so as to be safe and without risk to the health and safety of those using the same and that it will take such steps as are necessary to ensure that there will be available in connection with the use of the Goods adequate information about the use for which they were designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.
- 12.5 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify Grant McGregor on a continuing basis against all actions, suits, claims, demands, losses, charges, costs and reasonable expenses which Grant McGregor may suffer or incur in connection with any claim or third party alleging the facts which if established would indicate a material breach of the undertakings, representations and warranties on the part of the Client contained in this clause 12 or which if established would indicate a breach by any purchaser from the Client of any undertaking, which the Client is required in this clause 12 to exact from such purchaser.
- 12.6 The Client shall be solely responsible for the disposal of the Goods and packaging; and
  - 12.6.1 Shall be solely responsible for its obligations under the Waste Electrical and Electronic Equipment Directive (2012/19/EU), the Packaging Waste Directive (94/62/EC) and Batteries Directive (2006/66/EC), as applicable.

## **13. CANCELLATION**



- 13.1 No cancellation, alteration, amendment or postponement of delivery of all or part of its order by the Client shall be effective unless communicated in writing to Grant McGregor and agreed in writing by Grant McGregor.
- 13.2 Upon any such cancellation Grant McGregor shall be entitled to be paid the price of the Goods purchased or manufactured by Grant McGregor or supplied to the date of the cancellation and the Client shall take over and pay for at the current price such materials as have been allocated by Grant McGregor to the Order.

#### **14. COMPUTER SOFTWARE**

- 14.1 All Software shall be supplied to the Client for use under the terms of the licence granted by the owner of the Software to the Client and all intellectual property and title and the rights in the Software shall remain vested in any third party owning such property, title and rights.
- 14.2 Any warranty or guarantee given by Grant McGregor in respect of the Software shall be strictly limited to the medium of storage and Grant McGregor shall not be liable in respect of any loss or damage occasioned to the Software itself or consequential upon the use of the Software for any purpose.

#### **15. EXCLUSION OF LIABILITY**

- 15.1 Save as expressly set out in these Supplementary Terms the Goods are not supplied with or subject to any condition, warranty or other term whether express or implied unless specifically stated by Grant McGregor in writing and except for the terms implied by section 12 of the Sale of Goods Act 1979.
- 15.2 In no circumstances except under clause 6 above shall Grant McGregor's liability whether in contract or in respect of any negligence or otherwise to the Client arising under or out of or in connection with any contract for the supply of Goods exceed the cost to the Client in replacing or repairing the said Goods. Except in any case where a claim is made under section 12 of the Sale of Goods Act 1979 or where clause 14.2 applies, Grant McGregor shall not be under any liability for any cost or expenses incurred by the Client in repairing or replacing such Goods unless Grant McGregor is first afforded a reasonable opportunity of repairing or replacing them provided that the Client shall be entitled to effect such repairs or replacements before affording such an opportunity as may be reasonably necessary to prevent any consequential loss or damage to the Client.
- 15.3 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify Grant McGregor and keep Grant McGregor indemnified on a continuing basis from and against all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection herewith arising from the condition or use of the Goods in the event and to the extent of that damage, injury or loss shall have been occasioned partly or wholly by acts, omissions or negligence of the Client, its servants or agents and any material breach by the Client of its obligations to Grant McGregor hereunder.

#### **16. PATENTS, TRADEMARKS, ETC**

- 16.1 The Goods are sold subject to the rights of any person, whether in respect of any patent, trade mark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods in any part of the world; and the Client will in this respect accept such title to the Goods as Grant McGregor may have.
- 16.2 Where the Goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by the Client, the Client represents and warrants to Grant McGregor that the Goods as so designed or configured and / or the processes so used do not infringe the rights of any persons, whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods or the use of such processes in any part of the world; and
- 16.2.1 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify Grant McGregor and keep Grant McGregor indemnified on a continuing basis from and against all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or reasonable expenses which Grant McGregor may suffer or incur in connection with any claim by which any third party alleging facts which if established would indicate a breach of the representations and warranties in this sub-clause.

#### **17. TERMINATION**

- 17.1 If the Client fails to take and pay for Goods sold in accordance with the Order, Grant McGregor shall be entitled to treat the Agreement as repudiated by the Client. Without prejudice to Grant McGregor's right to recover from the Client by way of damages any loss or expense which Grant McGregor may suffer or incur by reason of the Client's default, Grant McGregor shall be entitled to dispose of the Goods as it shall think fit and shall not be under any liability to account to the Client for the price received therefore or otherwise.
- 17.2 Grant McGregor shall be entitled immediately to terminate the Agreement at any time upon occurrence of any of the events specified in clause 11.2. Upon any such termination Grant McGregor shall be entitled to be paid the price of Goods purchased or manufactured by Grant McGregor or supplied to the Client prior to the date of the cancellation and the Client shall take over and pay for at the current price such materials as have been allocated by Grant McGregor to the Order.

## 18. INSTALLATION

- 18.1 In this clause, the use of 'Equipment' shall mean Equipment and / or Goods.
- 18.2 If set out on the Order, Grant McGregor shall install the Equipment at the locations specified on the Order at the time and date agreed with the Client, subject to any limitations set out on the Order.
- 18.3 Installations shall be carried out Monday to Friday between 09:00 and 17:00, excluding Scottish bank and public holidays.
- 18.4 The Client acknowledges that Grant McGregor or its sub-contractor will require access to the locations set out on the Order to carry out any site survey and install Equipment.
- 18.5 Site surveys will be carried out by Grant McGregor during the Working Day. If the Client requests that any site survey is carried out outside of the Working Day, Grant McGregor shall use reasonable endeavours to accommodate such request and shall make an additional charge to the Client at its prevailing rate.
- 18.6 Charges for installations and the payment schedule for such are set out on the Order.
- 18.7 Grant McGregor shall:
- 18.7.1 Prior to any installation of Equipment, agree an installation date (and time) with the Client and use reasonable endeavours to install the Equipment at the agreed time and date; and
  - 18.7.2 If Grant McGregor becomes aware that it cannot meet the appointment time, promptly notify the Client.
  - 18.7.3 During the installation of Equipment Grant McGregor agrees to cause as little disturbance, damage and inconvenience as reasonably possible;
  - 18.7.4 Configure, commission and test the installed equipment; and
  - 18.7.5 Make good, at its expense any failures in the installation.
- 18.8 The Client shall:
- 18.8.1 Procure all site-related permissions and approvals necessary for Grant McGregor to deliver and install the Equipment and shall ensure the continuance of such throughout the term of any agreement for the maintenance and support thereof; and shall, subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, indemnify Grant McGregor against any third-party claims arising from the Client's failure to procure such permissions and approvals;
  - 18.8.2 Prior to installation of any Equipment, ensure that:
    - a) Sufficient electrical mains connections and LAN connections are available within two metres of the site of the installation;
    - b) Grant McGregor has been notified of all Client-requirements relating to the configuration of the Equipment to be installed;
    - c) All necessary LAN access-control changes have been made;
    - d) Grant McGregor has been notified of the LAN connection type;
    - e) A named local contact, with suitable access rights and the authority to provide signed acceptance of the installation has been identified and whose availability on the date of installation has been confirmed;
    - f) All redundant hardware has been removed from the site of the installation.
- 18.9 The Client acknowledges that provision some installation services is subject to the satisfactory completion of site surveys by Grant McGregor; and
- 18.9.1 If during the site survey, Grant McGregor discovers that either the installation cannot be made at the intended site or that the amount of work exceeds that originally estimated, Grant McGregor shall promptly advise the customer of such.
- 18.10 If the Client is unable to agree to site visit dates (including survey and installation dates) suggested by Grant McGregor, the Client shall within fourteen days of Grant McGregor's notification of the suggested date, agree to an alternative date. If the Client does not suggest an alternative date within the fourteen day period, Grant McGregor's suggested appointment date will be deemed accepted.
- 18.11 If the Client fails to sign Grant McGregor's installation acceptance and either:
- 18.11.1 The Client fails to notify Grant McGregor of any Issue within a period of five days from the date of installation; or
  - 18.11.2 The Client uses the installed Equipment;
- The Client shall be deemed to have accepted the installation.

## 19. FINANCE

If the Client requests Grant McGregor to arrange finance for the purchase of Goods on the Client's behalf, the Client agrees that:

- 19.1.1 Grant McGregor will act as an agent for the Client and for the avoidance of doubt, not for the finance provider;
- 19.1.2 If Grant McGregor is unable to procure finance terms or is unable to procure finance terms that are acceptable to the Client, this Agreement shall be terminated and any deposit made by the Client shall be returned by Grant McGregor and the Client will have no further liability under the terms of this Agreement;
- 19.1.3 If the Client fails to provide third-party indemnities that are required by the finance provider, such failure will be deemed to be a breach of this Agreement and the Agreement will be terminated forthwith and Grant McGregor shall be entitled to retain any deposit made by the Client;
- 19.1.4 It is a condition of this Agreement that regardless of any provisions made by the finance provider in its contracts, the Client shall finalise the finance arrangement immediately upon Grant McGregor's delivery of the Goods to the Client's site.
- 19.1.5 If the Client fails to finalise the finance agreement or fails to commence payment under the terms of the finance agreement, the Client shall forthwith become liable for the full cost of the Goods supplied under the terms of this Agreement.
- 19.1.6 The Client hereby consents to Grant McGregor carrying out such credit reference checks as are deemed necessary and reasonable during its procurement of finance services on the Client's behalf. The Client also agrees to provide all information requested by Grant McGregor that is necessary to carry out credit reference checks.