

Supplementary Terms and Conditions for the Sale of Goods and Loan or Rental of Equipment

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

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Contract Price' means the price of the Goods agreed between the parties.
- 1.2 'Faulty' means that the Goods do not conform substantially to specification.
- 1.3 'LAN' means local area network situated at the Client's Site and under the control of the Client.
- 1.4 '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 Unity Cloud 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 Unity Cloud 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 Unity Cloud.
- 3.2 If Unity Cloud 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 Unity Cloud 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 Unity Cloud.
- 3.5 Without prejudice to any of its other rights, Unity Cloud 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 Clause 11.1 of the General Terms and Conditions are exercised by Unity Cloud and Unity Cloud 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 Unity Cloud 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 Unity Cloud 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 Unity Cloud promptly of any faults in, loss of or damage to the Rented Equipment or Loaned Equipment;
 - 3.8.6 Pay Unity Cloud 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 Unity Cloud'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 Unity Cloud 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 Unity Cloud;
- 3.11 If the Rented Equipment or Loaned Equipment is not returned to Unity Cloud or is returned damaged, Unity Cloud 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 Unity Cloud.
- 3.12 The Client shall return Rented Equipment or Loaned Equipment to Unity Cloud within 30 days of any request by Unity Cloud 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 Unity Cloud 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 Unity Cloud 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 Unity Cloud of purchasing any Goods by reason of any foreign or currency fluctuations, alterations in any taxes or duties, variations in the cost of Unity Cloud's materials, components, labour or transport or by reason of any other cause whatsoever beyond the reasonable control of Unity Cloud.
- 4.3 All prices quoted by Unity Cloud 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 this Supplement.

5. PAYMENT

- 5.1 Notwithstanding the provisions of sub-clause 9.3 of the General Terms and Conditions, Unity Cloud shall be entitled at its sole discretion, to request payment for Goods prior to the despatch of such Goods to the Client.
- 5.2 Unity Cloud 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 Unity Cloud 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 Unity Cloud to treat such failure as repudiation of this Agreement with the Client and to recover any damages incurred.
- 5.5 If payment is overdue in whole or in part then the whole of any amounts outstanding to Unity Cloud 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 Unity Cloud 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, Unity Cloud 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 Unity Cloud:
 - 6.1.1 Unity Cloud's only warranty to the Client is that the Goods shall conform substantially to the description provided by Unity Cloud and are free of any rightful claims of their manufacturer.
 - 6.1.2 To the extent that any warranties extended to Unity Cloud by their manufacturer are transferable, Unity Cloud shall transfer such warranties to the Client.
 - 6.1.3 Unity Cloud cannot pass onto the Client any greater warranty in respect of the Goods than that which has been conferred on Unity Cloud under the terms of Unity Cloud'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 Faulty or become Faulty and the manufacturer agrees to accept a claim under its warranty provisions, the Client shall return the Goods to the location specified by Unity Cloud for the purpose of repair under such warranty.

7. TECHNICAL INFORMATION

- 7.1 Unity Cloud 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 this Agreement between Unity Cloud and the Client unless Unity Cloud 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 Unity Cloud is intended merely to present a general picture of the Goods sold by Unity Cloud and shall not form a representation to the Client or become part of any contract for sale of Goods made between Unity Cloud and the Client;
 - 7.2.2 Unity Cloud 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 Unity Cloud 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 Unity Cloud and Unity Cloud 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, Unity Cloud 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 Unity Cloud 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 Unity Cloud or not.
- 8.4 Unity Cloud 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 Unity Cloud notice of any matter or thing by reason whereof the Client may allege that the Goods are not in accordance with the Agreement or are defective in material or workmanship. If the Client fails to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the Agreement 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 Unity Cloud's reasonable satisfaction that the Goods are not in accordance with the Agreement or are so defective, Unity Cloud 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 Unity Cloud and the carrier of the loss or damage within two Working Days of the delivery.
- 8.7 Unity Cloud shall not be responsible for the installation of Goods, Rented Equipment or Loaned Equipment at the Client's site under the terms of this Supplement, 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 Unity Cloud's prior written consent.
- 9.2 The Client shall be responsible for delivering the Goods to Unity Cloud's premises and the Client shall be liable for all packaging and carriage costs.
- 9.3 All Goods returned to Unity Cloud shall be returned in the same condition and packaging in which such was originally delivered to the Client.
- 9.4 Unity Cloud 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 Unity Cloud, until the time of delivery back to Unity Cloud.
- 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 Unity Cloud 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 Unity Cloud be diminished or extinguished by such loss.

11. RETENTION OF TITLE

- 11.1 The Goods agreed to be sold shall remain the property of Unity Cloud until all sums due to Unity Cloud have been paid in full.
- 11.2 Without prejudice to any of its other rights, Unity Cloud 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 Unity Cloud has reasonable grounds to believe that the Client is insolvent or that Unity Cloud'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 Unity Cloud'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 Unity Cloud'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 Unity Cloud'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 Unity Cloud'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 Unity Cloud'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 Unity Cloud 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 Unity Cloud on a continuing basis against all actions, suits, claims, demands, losses, charges, costs and reasonable expenses which Unity Cloud 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 Unity Cloud and agreed in writing by Unity Cloud.
- 13.2 Upon any such cancellation Unity Cloud shall be entitled to be paid the price of the Goods purchased or manufactured by Unity Cloud 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 Unity Cloud to the Agreement.

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 Unity Cloud in respect of the Software shall be strictly limited to the medium of storage and Unity Cloud 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 this Supplement the Goods are not supplied with or subject to any condition, warranty or other term whether express or implied unless specifically stated by Unity Cloud 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 Unity Cloud'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, Unity Cloud shall not be under any liability for any cost or expenses incurred by the Client in repairing or replacing such Goods unless Unity Cloud 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 Unity Cloud and keep Unity Cloud 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 Unity Cloud 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 Unity Cloud 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 Unity Cloud 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 Unity Cloud and keep Unity Cloud 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 Unity Cloud 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 Agreement Unity Cloud shall be entitled to treat the Agreement as repudiated. Without prejudice to Unity Cloud's right to recover from the Client by way of damages any loss or expense which Unity Cloud may suffer or incur by reason of the Client's default, Unity Cloud 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 Unity Cloud 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 Unity Cloud shall be entitled to be paid the price of Goods purchased or manufactured by Unity Cloud 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 Unity Cloud to the Agreement.

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, Unity Cloud 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 Bank and public holidays.

- 18.4 The Client acknowledges that Unity Cloud or its sub-contractor will require access to the Client's Sites to carry out any Site survey and install Equipment.
- 18.5 Site surveys will be carried out by Unity Cloud during the Working Day. If the Client requests that any Site survey is carried out outside of the Working Day, Unity Cloud 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 Unity Cloud 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 Unity Cloud becomes aware that it cannot meet the appointment time, promptly notify the Client.
 - 18.7.3 During the installation of Equipment Unity Cloud 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 Unity Cloud 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 Unity Cloud 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) Unity Cloud 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) Unity Cloud 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 Unity Cloud; and
- 18.9.1 If during the Site survey, Unity Cloud discovers that either the installation cannot be made at the intended site or that the amount of work exceeds that originally estimated, Unity Cloud shall promptly advise the Client of such.
- 18.10 If the Client is unable to agree to Site visit dates (including survey and installation dates) suggested by Unity Cloud, the Client shall within fourteen days of Unity Cloud'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, Unity Cloud's suggested appointment date will be deemed accepted.
- 18.11 If the Client fails to sign Unity Cloud's installation acceptance and either:
- 18.11.1 The Client fails to notify Unity Cloud of any Fault 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**
- 19.1 If the Client requests Unity Cloud to arrange finance for the purchase of Goods on the Client's behalf, the Client agrees that:

- 19.1.1 Unity Cloud will act as an agent for the Client and for the avoidance of doubt, not for the finance provider;
- 19.1.2 If Unity Cloud 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 Unity Cloud 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 Unity Cloud 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 Unity Cloud'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 and procures that its directors, owners and officers consent to Unity Cloud 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 Unity Cloud that is necessary to carry out credit reference checks.