

## Conditions of Sale

The following Terms and Conditions apply where Helmsman Storage Solutions Limited trading as Helmsman ("Helmsman"), supplies Goods or Services (as defined) to a Customer ("Customer"). This contract is deemed to be a construction contract for the purposes of Part II of the Housing Grants, Construction and Regeneration Act 1996 and, for the avoidance of doubt, the parties to this contract agree that they may refer any dispute or difference arising from, or connected with, this contract to adjudication pursuant to section 108 of the Housing Grants, Construction and Regeneration Act 1996.

### 1. PRICES AND TERMS OF PAYMENT

1.1 All prices proposed are subject only to discount specifically agreed to in writing by Helmsman and Customer, are otherwise net and do not include goods and services taxes which shall be added to the price and paid by the Customer to Helmsman upon demand.  
1.2 All prices are based on the supplier price lists or quotations as held by Helmsman at date of Proposal and, also, on rates of duty and primage, wages and salaries, freight, insurance, special lifting facilities and exchange rates prevailing at the date of the Proposal. Any increase in cost resulting from variation in any of these factors shall be payable, plus Helmsman's standard mark-up, by Customer.  
(a) Helmsman reserves the right to raise and be paid for interim invoices by the Customer on the basis set out in the Proposal and where no express provisions are contained in the Proposal on a quantum meruit basis.  
1.3 (a) Where Helmsman has Goods ready for supply in accordance with the Delivery Schedule but Customer is not able to accept that delivery then Helmsman may invoice Customer as if delivery had been effected in accordance with that Delivery Schedule provided that any failure by Customer to accept any delivery under the Delivery Schedule entitles Helmsman to adjust the Project Program to take that failure into account.  
(b) Goods paid for by Customer under sub-clause 1.3 will be held for Customer under Helmsman's custody, care and control and will be insured by Helmsman for fire and burglary cover at replacement value and all costs associated with so doing (including storage) shall be payable, plus Helmsman's standard mark-up, by Customer.

(c) If Helmsman costs are increased because the previously mutually agreed date for delivery of the Goods is delayed by reason of any lateness on Customer's part or by reason of any work for which Helmsman is not responsible, then such costs shall be reimbursed by Customer to Helmsman upon demand. In the absence of an agreed delivery date, fourteen (14) days after the last acceptable date for Practical Completion under the Construction Program shall be the agreed delivery date.  
1.4 Except as otherwise specifically provided herein, invoices will be raised by Helmsman upon supply of Equipment, Services or Software.

1.5 Subject to approval of Customer's credit by Helmsman, all charges shall be due and payable and paid by Customer to Helmsman within thirty (30) days from date of invoice. When Helmsman has not approved credit, all charges shall be due and payable and paid by Customer to Helmsman upon order of Goods or Services.  
1.6 All payments shall be in GBP, unless otherwise agreed in writing.  
1.7 If payment is not made on the due date, Helmsman shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (or the judgment sum) at the rate of 2% above the base rate from time to time of Danske Bank plc from the due date until the outstanding amount is paid in full.

### 2. RETENTION OF TITLE

2.1 Notwithstanding delivery of the Goods or their installation, title in any particular Goods shall remain with Helmsman until the Goods are sold by the Customer in the ordinary course of business or until the Customer has paid and discharged any and all monies owing pursuant to any invoice issued by Helmsman for the Goods, including all applicable VAT/turnover taxes and other taxes, levies and duties.  
Any payment made by or on behalf of the Customer which is later avoided by the application of any Statutory Provisions shall be deemed not to discharge Helmsman's title in the Goods nor the Customer's indebtedness to Helmsman and, in such an event, the parties are to be restored to the rights which each respectively would have had if the payment had not been made.  
2.2 The risk in the Goods shall pass to the Customer upon delivery to the Customer or his agent or to a transport company nominated by the Customer and the Customer acknowledges that it is in possession of the Goods solely as bailee until payment of all invoices for the Goods is made pursuant to clause 2.1.  
2.3 The Customer hereby irrevocably grants to Helmsman the right, at its sole discretion, to remove or repossess any Goods from the Customer and sell or dispose of them and Helmsman shall not be liable for any loss occasioned thereby nor be liable to the Customer or any person claiming through the Customer and Helmsman shall be entitled to retain the proceeds of any Goods sold and apply same towards the Customer's indebtedness to Helmsman.  
2.4 If the Customer commits an act of bankruptcy, enters into any form of administration or liquidation, makes any composition or arrangement with its creditors, ceases to carry on business or breaches clause 0 or 2 of these Conditions, Helmsman may, without prejudice to any other remedies it may have, repossess any Goods delivered by Helmsman to the Customer on any account which have not been sold and commence proceedings to recover the balance of any monies owing to Helmsman by the Customer on any account.

### 3. DELAY

3.1 It is contemplated that any Goods or Services to be supplied by Helmsman will be supplied during regular working hours on regular working days. If for any reason Customer requests Helmsman to furnish Goods or Services outside regular working hours, any overtime or additional expenses occasioned thereby shall be invoiced to and paid by Customer to Helmsman in addition to and simultaneously with the purchase prices for such Goods or Services at rates set out in Helmsman's standard schedule of charges, as amended from time to time.  
3.2 Extra costs incurred by Helmsman due to cessation of work occasioned by Customer's instructions or lack of instructions, by interruptions, mistakes, delay in construction by Customer of the Works in accordance with the Construction Program, or work for which Helmsman is not responsible shall be reimbursed by Customer to Helmsman upon demand. Extra costs incurred by Helmsman due to occurrences under clause 5 in these Terms and Conditions shall be reimbursed by Customer to Helmsman upon demand.  
3.3 Any delays occasioned by circumstances referred to in sub-clause 3.1 and sub-clause 3.2 will entitle Helmsman to amend the Project Program to take such delay into account.

### 4. SOFTWARE

4.1 When Software is made available by Helmsman in connection with the supply of the Products or Services, the Customer is granted a non-transferable licence to use this Software only in conjunction with equipment with which it was supplied. Where required by Helmsman, the Customer will sign a software licence agreement in a form required by Helmsman prior to delivery of the Software. Title or ownership of software is not transferable to Customer.  
4.2 Helmsman reserves the right to charge for additional software or enhancements to existing software or extensions of existing software functions. Software shall not be copied nor made available to any third party without the prior written consent of Helmsman.  
5. DELIVERY

5.1 Delivery of Goods not required to be installed by Helmsman shall be FCA at Helmsman warehouse or office selected by Helmsman.  
5.2 Delivery of Goods shall be to ground floor level and, unless specified herewith, Helmsman shall not be responsible for off-loading.  
5.3 Delivery of Goods required to be installed by Helmsman shall be made in accordance with the Project Program or, failing that, on a day and time notified by Helmsman to the Customer being within fourteen (14) days after the Practical Completion of the Works.  
5.4 The risk in the Goods passes to the Customer upon delivery and Customer shall insure its interest therein on and from that date.  
5.5 Helmsman does not offer any guarantee of supply of its Goods or Services nor does it accept any responsibility for delays caused by fire, strike, lockout, dispute, accident, flood, accident, transportation delays, fuel shortage, inability to obtain material, war, demand or requirement of Government or statutory authorities or any other cause beyond its control. In the event of any such delay, the Project Program may be amended by Helmsman to take account of the period of time lost by reason of the delay or the delays subsequently caused thereby.  
5.6 Commissioning of Goods shall be carried out by Helmsman forthwith after installation of Goods and the Customer shall provide any instructions to be present at Commissioning with authority to acknowledge successful Commissioning.

### 6. WARRANTY

6.1 The Warranty Period for the Goods or Services shall be twelve (12) months from the date of supply, installation or provision (whichever is the earlier) of Goods or Services.  
6.2 Subject to these Terms and Conditions, Helmsman hereby expressly warrants as follows:  
THAT during the Warranty Period, Goods and Services shall be free from Errors, failing which, at its election:  
(a) in the case of Equipment, do any one of the following as determined by Helmsman:  
(i) the replacement of the Equipment or the supply of equivalent Equipment FOB at Helmsman's facility; or  
(ii) the repair of the Equipment; or  
(iii) the payment of the cost of replacing the Equipment or of acquiring equivalent Equipment; or  
(iv) payment of the cost of having the Equipment repaired; and  
(b) in the case of Services, do any one of the following as determined by Helmsman:  
(i) the supplying of the Services again; or  
(ii) supply payment of the cost of having the Services supplied again; or  
(c) in the case of Software, do any one of the following as determined by Helmsman:  
(i) repair, modify or make good the Software; or  
(ii) supply Customer with replacements.  
PROVIDED THAT this warranty shall not apply to Errors attributable to:  
(i) goods or services supplied by others unless with the prior written approval of Helmsman;  
(ii) any modification of Goods unless made by Helmsman or with the prior written approval of Helmsman;  
(iii) negligent abuse or misuse of Goods;  
(iv) the use of Goods under environmental, power or operating conditions beyond the limits or constraints specified by Helmsman;  
(v) the installation of or wiring of Goods other than in accordance with Helmsman's instructions;  
(vi) the use of any Goods in connection with any non-Helmsman goods or services;  
(vii) wear or burn-out resulting from usage of Goods of a kind inherently susceptible to deterioration or burn-out;  
(viii) the use of Goods other than in the manner specified in the operator's manual supplied by Helmsman;  
AND PROVIDED THAT if any supplier or subcontractor of Helmsman presents, has warrants or terms which differ from those specified above then the right is reserved to Helmsman to supply and deliver Goods in accordance with that supplier's terms of warranty.

### 7. GUARANTEE

7.1 Helmsman does not guarantee the overall performance of any system or the results of any process or procedure with which its Goods or Services are used or integrated and shall not be responsible or liable to any person for the loss or damage arising from the failure of any such system or process or procedure to perform any particular task or to produce a particular result. Accordingly, to the full extent permitted by law, Customer hereby:  
(a) indemnifies and holds harmless Helmsman, its servants and agents and each of them from and against all loss or damages, resulting directly or indirectly from any Error or Defects in Goods or Services supplied by Helmsman; and  
(b) agrees that this indemnity shall survive the termination of the agreement between Helmsman and Customer of which these Terms and Conditions form part and shall extend to cover any alleged Error or Defect in the Goods or Services and any failure of any system or process or procedure with which the Goods or Services are used or integrated to perform a particular task or to produce a particular result.  
7.2 Subject to clause 6 and sub-clause 7.1, Helmsman hereby limits its liability to Customer to the full extent permissible by the applicable legislation. NOTHING contained in clause 6 or sub-clause 7.1 or elsewhere in these Terms and Conditions should be taken to exclude, restrict or modify any provisions contained in the Legislation, which may not be lawfully excluded.

### 8. LIABILITY FOR ACCIDENTS

8.1 In the case of Goods not required to be installed by Helmsman, Helmsman shall not be liable for any loss of or damage to the same after delivery thereof FCA point of shipment including any loss or damage in transit.  
8.2 In the case of Goods required to be installed by Helmsman, Helmsman shall not be responsible for loss of or damage to Goods, after such Goods have been delivered to the Premises. Should any such Goods after being delivered and prior to payment therefore by Customer be damaged or destroyed in any way whatsoever other than by the fault of Helmsman, Customer agrees promptly, upon demand, to pay or reimburse Helmsman in addition to and apart from any and all other sums due to or to become due to Helmsman hereunder, an amount equal to the loss or damage so occasioned.

### 9. CLAIMS

9.1 Goods supplied shall be examined by Customer promptly upon supply thereof. No claim will be recognised by Helmsman unless claim is reported to Helmsman in writing within seven (7) days after supply of the Goods to which the claim relates.  
10. RETURN OF GOODS

10.1 No Goods may be returned for credit unless Helmsman's written approval has first been obtained and the original invoice number and date have been quoted for reference.  
10.2 Without acknowledging any obligation to accept the return of goods, only goods of current design in original condition will be considered for credit at market prices as assessed by Helmsman and a handling charge of twenty-five percent (25 %) of selling price will be made by Helmsman and paid by Customer to cover necessary inspection, adjustment, repacking and clerical work. Goods invoiced more than three (3) months prior to attempted return, Software, Goods specially procured for the Customer or goods specially modified for the Customer may not be returned.  
11. CUSTOMER ORDERS

11.1 The terms or conditions of Customer's specification, instruction, letter of intent, contractual documents, Head Contract, or other instrument which are in addition to, or inconsistent with these Terms and Conditions of Sale or other documentation provided by Helmsman shall not be binding on Helmsman unless specifically agreed to and confirmed in writing by an authorised officer of Helmsman.  
11.2 Orders may only be cancelled by mutual written agreement and upon terms that will indemnify Helmsman against all actual and prospective loss, damages and expenses.  
12. TIME FOR ACCEPTANCE

12.1 The Proposal is subject to change or withdrawal at any time by Helmsman without notice but, in any event, shall not be valid after thirty (30) days from the date thereof.  
13. HELMSMAN TERMS AND CONDITIONS TO PREVAIL

13.1 The Proposal, together with any additional terms and conditions of sale proposed by Helmsman or other documentation provided by Helmsman shall become a material part of the Contract when accepted in writing by Customer or by Customer's order and subsequently approved by an authorised officer of Helmsman and thereupon shall constitute the entire agreement between the parties.  
13.2 Customer's order, letter of intent or instruction or other response to this Proposal will be deemed free of any terms and conditions other than these and will be deemed to signify acceptance by Customer that Goods or Services are to be supplied by Helmsman in accordance with these Terms and Conditions of sale and any additional terms and conditions of sale and any other documentation provided by Helmsman.  
13.3 No waiver, change or modification of any terms or conditions specified herein or herewith or specified in any additional terms and conditions of sale or other documentation provided by Helmsman or otherwise shall be binding on Helmsman unless in writing signed by an authorised officer of Helmsman.

### 14. DOCUMENTS, DRAWINGS, ETC.

14.1 All descriptive and shipping specifications, drawings and particulars of weights and dimensions submitted with this Proposal (excluding those in the Instruction Schedule) are approximate only and the descriptions and illustrations contained in catalogues, price lists and other advertisement matter made available by Helmsman are intended merely to present a general idea of the goods described therein and none shall form part of the contract. An additional charge will be made for extra copies of any drawings or documentation required by the Customer in addition to those provided under sub-clause 19.1.  
14.2 No documents of any kind supplied by Helmsman shall, without Helmsman's prior written consent, be copied or reproduced in any form or by any means transmitted or communicated to third parties.

### 15. FINANCING

15.1 If at any time before the delivery of any goods the Customer informs Helmsman that finance is to be arranged in respect of the Goods or any part thereof, then:  
15.2 The Customer agrees to procure a finance company to purchase the goods and notify Helmsman of the name and address of such finance company;  
15.3 The Customer unconditionally guarantees that the finance company shall discharge the Customer's obligations under clause 0 of these Terms and Conditions and these Terms and Conditions apply to any acquisition by that finance company of the Goods and Services;  
15.4 The Customer agrees that if there shall be any breach by the Customer of this clause 1.5, or if the nominated finance company shall, after its receipt on the part of Helmsman, fail to pay in full the amount of any invoice addressed to it, then the Customer shall be bound to purchase the Goods from Helmsman and to pay for the same in accordance with clause 0;  
15.5 The Customer agrees that no discussions, correspondence or other communication between Helmsman and Customer concerning the sources of availability of finance shall in any way affect the Customer's obligations under this clause; and  
15.6 The Customer agrees that Goods will be delivered only after receipt by Helmsman of written authorisation from the finance company and that any additional cost occasioned by a delay in receiving such authorisation shall be reimbursed by Customer to Helmsman upon demand.

### 16. EXPORT

16.1 Goods supplied by Helmsman are intended for use only in territory of the end-user for whose use they are supplied. In the event of re-export, compliance with the legal export regulations of the territory in question and/or the relevant country of manufacture of the goods is the responsibility of the Customer.  
17. VARIATIONS

17.1 Any variation in the extent or type of Goods and Services required by Customer, or the extent and type of Goods or Services supplied by Helmsman will be effective only if agreed to by Helmsman in writing and the sale of such Goods or Services shall be in accordance with the Terms and Conditions of Sale specified herein.  
17.2 Any such variation shall entitle Helmsman to amend the Project Program to take account of delay occasioned by such variation.  
18.1 Customer shall carry out construction or alteration of the Premises in accordance with the Plans and Specifications identified in the Construction Schedule and signed by representatives of the parties for identification or, if not so identified, which shall be prepared by or on the instructions and at the cost of Helmsman and delivered to Customer within thirty (30) days after the date of acceptance of this Proposal (the "Works") and in accordance with the Construction Program and at the expense of the Customer. Completion of the Works is, according to the normal practice, the prerequisite of the delivery and installation of the Goods by Helmsman.  
18.2 Unless otherwise agreed, Customer will be responsible to ensure that the Premises are fully prepared to accept the Equipment on Practical Completion with load bearing capabilities and relevant dimension in accordance with the Construction Schedule and a clean, dust free Premises including, but not limited to, the provision of:  
(a) power supply and electrical earthing terminated at points and in a manner specified by Helmsman including, but not limited to, isolators, switches and terminal blocks all in accordance with the SAA wiring rules and with the requirements of the other statutory authorities; and  
(b) lighting and air conditioning to specifications provided by Helmsman; and  
(c) wall and floor openings as well as all carpentry, plumbing, painting, structural, radiation protection or other works required by Helmsman for the installation of the Goods.

18.3 Practical Completion of the Works shall occur when, upon inspection of the Works, the Project Manager of Helmsman certifies, in writing, that the Works have been completed to a stage adequate for the installation and Commissioning of the Goods.  
18.4 Customer will provide suitable access to and possession of the Premises from the date specified in the Construction Program and, unless otherwise agreed, proper foundations to support the Goods as and when delivered, adequate cranes, lifting tackle and suitable protection for the Goods from time of delivery until Commissioning.  
18.5 Unless otherwise agreed, Customer will be responsible for providing and maintaining all utilities including lighting and power, guarding and watching all the Works until Commissioning and the provision during this period of any temporary facilities necessary by reason of the Works for the accommodation and the protection of the owners and occupiers of adjacent property, the public and others and compliance with all applicable laws.  
19. PROGRESS OF THE WORKS

19.1 The Contract Price is based on the performance of the Contract by the Customer and the progression of the construction of the Works in accordance with the Project Program.  
19.2 The Customer shall ensure that at all relevant times during performance of the Contract:  
(a) all site preparation work is completed in accordance with Helmsman specifications prior to the start of the installation of the Goods; and  
(b) the Goods are on site and not in any store to which they may have been delivered; and  
(c) the work can be done during normal working hours; and  
(d) the work can proceed continuously.  
19.3 Extra cost incurred by Helmsman due to any delay resulting from Customer's failure to perform sub-clause 19.1 and sub-clause 19.2 or for any reason whatsoever, other than the neglect or default of Helmsman or its agents, shall be reimbursed by Customer to Helmsman upon demand.  
19.4 The Customer shall keep Helmsman informed of progress of the Works and whether or not each stage of the Construction Program is on time and shall give Helmsman thirty (30) days prior notice of the likely date of Practical Completion.

### 20. TESTING

20.1 If special tests or tests in addition to the normal Commissioning tests are required to be held in the presence of the Customer or the Customer's representative, these will be charged for at Helmsman's hourly charge for additional Service and the Customer will provide, when required, free of charge, such labour, materials, apparatus, instruments or other items as may be required from time to time as may be required for the purpose of carrying out such tests. In the event of any delay on the Customer's part in attending such tests after seven (7) days notice that Helmsman is ready, the tests will proceed in Customer's absence and shall be deemed to have been made in Customer's presence.  
21. VAT/TURNOVER TAXES

21.1 The amount payable for any taxable supply of goods or in connection with these Terms and Conditions of Sale will be increased by Helmsman's value added tax (VAT) and the amount of any such tax will be shown on the invoice or tax invoice or any other thing required under legislation in the form required and in the time provided for by the relevant legislation.  
22. ADDITIONAL LIMITATION OF LIABILITY

22.1 To the extent permitted by law and subject to clause 8.2 above, Customer agrees that Helmsman will not be liable to Customer with regard to any claim Customer may make for whatever reason, including a claim based on negligence, for an amount exceeding £1 million.  
23. APPORTIONMENT OF LIABILITY

23.1 To the extent permitted by law, Customer agrees that to the extent that any loss or damage suffered by the Customer is attributable to fault, negligence or lack of care on Customer's part, then Helmsman has no liability (in tort, contract or otherwise) for such loss or damage.  
24. SEVERABILITY

24.1 In the event that any provision of these Terms and Conditions is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either party from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the original intention of the parties without illegality or, at Helmsman's discretion, such provision may be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions shall remain in full force and effect.  
25. ENTIRE AGREEMENT

25.1 You have read and understand these Terms and Conditions and agree that it constitutes the complete and exclusive statement of the agreement between us with respect to the subject matter hereof and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating thereto. All other terms and Terms and Conditions, express or implied by any statute or otherwise, are excluded to the fullest extent permitted by law.  
26. GENERAL

26.1 Failure or neglect by either party to exercise any of its rights or remedies under these Terms and Conditions will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this licence nor prejudice that party's right to take subsequent action.  
26.2 Helmsman may assign its rights and obligations under these Terms and Conditions and the Customer shall not be entitled to assign its rights or obligations under these Terms and Conditions without the prior written consent of Helmsman.  
26.3 Where Helmsman is a member of the group of companies Helmsman may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Helmsman.  
26.4 No term of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but the terms of these Terms and Conditions shall be enforceable by or on behalf of a third party which exists or is available apart from under that Act.  
26.5 Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.  
26.6 These Terms and Conditions may be evidenced by any number of counterparts, each of which, when shall be an original, and which together shall be deemed to constitute one and the same instrument.  
27. LAW AND JURISDICTION

27.1 This agreement shall be governed by and construed in accordance with the laws of England and Wales.  
27.2 If any dispute arises out of this Agreement the parties will attempt to settle it by negotiation. A party may not serve an ADR notice or commence court proceedings until 42 days after it has made a written offer to the other party(ies) to negotiate a settlement to the dispute. In the event that no resolution of a dispute is achieved through negotiation or ADR, either Party may bring proceedings in accordance with the provisions of Clause 27.3.  
27.3 Each of the parties to the Contract hereby submits to the exclusive jurisdiction of the Courts of England (or if jurisdiction is not granted by such court to the jurisdiction of another court having jurisdiction) for the purpose of finally resolving any dispute, controversy or claim arising in, out of, or in relation to the subject-matter of the Contract, including any dispute as to the construction, validity, interpretation, enforceability or breach of the Contract ("Disputes").  
SCHEDULE 1 - DEFINITIONS

For the purpose of these Terms and Conditions and unless the context otherwise requires:  
"Commissioning" means the setting-up, adjusting, calibrating and testing of the Goods using, where appropriate, materials and testing apparatus supplied by Helmsman to enable them to perform the functions described in the appropriate manufacturer's user manual or product literature current at the date of the Proposal under conditions also specified in that manual and notwithstanding any minor Omissions which do not prevent the Goods from being used for their intended purpose and rectification of which will not adversely affect the use of the Goods.  
"Construction Program" means those items in the Project Program which relate to the Work.  
"Construction Schedule" means the data sheet included in the Proposal defining certain parameters for the Work.  
"Contract" means the contract established by the acceptance of the attached Proposal.  
"Schedule" means such schedule for delivery of the Goods (whether in one or more instalments, together or progressively) as may be attached hereto, or failing that, shall be as indicated in the Project Program.  
"Defect" means any deficiency, flaw, weakness or fault, excluding Errors, of any kind to which the Goods may be subject.  
"Equipment" means equipment manufactured by or on behalf of Helmsman and sold by Helmsman hereunder.  
"Errors" are limited to the failure of the Goods to perform a function as described in the appropriate manufacturer's user manual or product literature current at the date of the Proposal, when the circumstances prescribed by that manual for optimum performance of the Goods are present.  
"Goods" means Equipment or Software.  
"Loss or Damage" includes all types of property, pecuniary or other loss or damage, including consequential loss or damage.  
"Non-Helmsman Goods or Services" means equipment, documentation, product literature, labour, knowledge or service that is supplied, installed or provided by a person other than Helmsman.  
"Person" means any individual, firm, partnership, company, corporation, trust, association or other legal entity.  
"Person" includes a corporation.  
"Premises" means the premises at which the Goods are to be delivered and/or installed under the Proposal.  
"Project Program" means the timetable for documenting the sale, acquiring the Goods, constructing the Work and delivering, installing and Commissioning the Goods, attached hereto or as it may be amended as provided herein.  
"Project Manager" is the person named in the Proposal as the person responsible for the Work and Conditions form part.  
"Service" means Helmsman labour or Helmsman service (direct or indirect) as provided under a Helmsman Service Agreement.  
"Software" means computer Programs sold by HELMSMAN in the form of machine readable instructions or documentation or product literature bearing the Helmsman name.  
"Helmsman Service Agreement" means an agreement with Helmsman for the maintenance of equipment, being in the standard form created by Helmsman as the Proposal by Helmsman for the relevant equipment at the relevant time.  
"Works" are defined in sub-clause 18.1.