

*****Explain My Procedure Limited: General Terms and Conditions*****

These general terms and conditions together with the Deal Sheet (the pricing annex) and any annexes hereto shall govern continuing business between the Parties and apply to the subject matter of the Deal Sheet (and pricing annex) to the exclusion of any other terms and conditions, including any on which any quotation has been given to Client or subject to which the Deal Sheet is accepted or purported to be accepted by Client when it issues any purchase order. Where there is any inconsistency between these Terms and the Deal Sheet, the provisions of the Deal Sheet shall take precedence. Defined terms used in these Terms shall (unless specified otherwise) have the meanings given to them in the Deal Sheet.

1. **Definitions:** Capitalised terms used in the Contract shall have the meanings given to them in Annex 1.

2. Customised Website Launch

2.1 **Customised Website Design:** EMP shall design and develop the Customised Website in collaboration with Client. Client acknowledges that EMP's ability to design and develop the Customised Website is dependent upon the full and timely co-operation of Client (which Client agrees to provide), as well as the accuracy and completeness of any specification and any information and data Client provides to EMP. Accordingly, Client shall provide EMP with access to, and use of, all information, data and documentation EMP requires for the performance by EMP of its obligations under the Contract.

2.2 **Customised Website and Agreed Animation Approval:** The Customised Website and Agreed Animations shall be deemed approved by Client (and deemed by Client to be fit for the Purpose) on the earlier of: (a) the receipt by EMP of Written approval from Client acknowledging that the Customised Website and Agreed Animations materially meets the instructions given by Client; (b) the Launch Date.

2.3 **Animation and Customised Website Changes:** From the Launch Date, the Customised Website shall allow Client to access and offer the Agreed Animations in the Agreed Languages to Client Users for the Purpose. EMP shall be entitled to amend, add to and remove the Agreed Animations and Agreed Languages from the Customised Website as it wishes at any time in its discretion.

2.4 **Customisation Up-Dates:** All Agreed Animations (and any future Customised Animations) are provided to Client 'as is' and it is Client's responsibility to ensure that they are fit for use for the Purpose. It is also Client's responsibility to ensure that all Animations made available via the Customised Website are updated when updates are needed (for example, to comply with Applicable Law). If: (a) Applicable Law changes; and/or (b) Client's practice differs or changes from that described in an Animation such that, in Client's view, a change to the Animation is needed, it is Client's responsibility to request an update and/or cease to use and offer access to the Animation until Client is satisfied the Animation is fit for the Purpose. EMP shall endeavour to undertake these requested updates but shall have no obligation to do so and all EMP's reasonable fees, costs and expenses relating to such requested updates shall be borne by Client.

2.5 **Animation Changes/Withdrawal:** EMP may also, at any time, change an Animation or withdraw an Animation from the Customised Website for any reason envisaging that such reasons may include: (a) actual or threatened litigation relating to an Animation (including any threatened allegation of IP infringement); (b) to comply with Applicable Law; (c) as a result of an event of Force Majeure.

3. EMP Fees and Payment Terms

3.1 Client shall pay EMP, the Fees, in each case in accordance with the Payment Terms set out in the Deal Sheet.

3.2 All payments payable under the Contract are exclusive of any value added (or like) tax (if applicable).

3.3 EMP reserves the right to increase the Subscription Fees annually. If EMP wishes to make such changes, it shall notify Client in writing prior to the start of each Renewed Term. Client may either then accept the fee change or elect to terminate the Contract in accordance with Condition 7.3.

3.4 In addition to its rights to terminate the Contract, EMP reserves the right to suspend Client access to the Services if, at any time, any Fees due and payable to EMP are outstanding.

4. Intellectual Property

4.1 All pre-existing rights of ownership in Intellectual Property remain unaffected and as such nothing in relation to the Contract shall operate as a transfer or licence of such.

4.2 **Client Marks:** Ownership of the Client Marks shall, at all times, remain with Client. Client grants EMP a licence to use (and grant sub-licences to use) the Client Marks to

enable EMP to provide the Service to Client pursuant to the terms of the Contract and to market and promote that it is doing so.

4.3 **EMP Marks, Platform, EMP Website, the Animations and the Customised Animations:** All Intellectual Property subsisting in the EMP Marks, the Platform, the EMP Website, the Animations and the Customised Animations shall, at all times, remain with EMP (or its licensors) ("EMP IP"). In consideration for payment of the Fees, EMP grants Clients and Client Users a non-exclusive licence to use the EMP IP to enable Client and Client Users to enjoy the Service and use the Customised Website to access and use the Agreed Animations in the Agreed Languages for the Purpose during the Contract Period. As a result and for the avoidance of doubt, EMP may itself use and offer Animations to any of its other clients in way it wishes.

4.4 In relation to the Customised Website and Animations, Client shall not: (a) incorporate, copy, duplicate, modify, distribute or otherwise use or share any content made available via the Customised Website with any other person, firm, company, organisation, business or other third party except for the Purpose; (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any element of the Customised Website or any Animation, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties; (c) remove or conceal any proprietary IP notices on any part of the Customised Website or any of the Animations; (d) attempt to obtain, or assist others in obtaining, access to or taking content from the Customised Website, other than as provided under this Condition 4.

4.5 The rights granted under Condition 4.3 are granted to Client and Client Users only for the purposes of Client's business and shall not be considered granted to any of its offices, business divisions, subsidiaries, group or holding companies; and (b) if Client discovers that the Customised Website and/or any Animation is being accessed and used by third parties who are not Client Users or have not entered into a Contract with us permitting them to use the Customised Website and/or Animation, Client agrees to inform EMP immediately.

4.6 If Client becomes aware of any infringement of any EMP IP, or of an actual or threatened claim in connection with such EMP IP, then it shall promptly give written notice of such infringement or claim to EMP and shall give EMP all assistance necessary to protect such EMP IP.

4.7 Subject only to the express terms of the Contract, EMP reserves the right to use any and all skills, expertise, knowledge and know-how gained and/or arising from the design and development of the Customised Website, the Animations and its provision of the Services in the provision of similar websites and the same and other animations (in any language) to other EMP clients and/or potential clients and Client shall place no restriction whatsoever on such right. Client permits EMP to promote and advertise itself through reference to Client as a client of EMP and the use of examples of the EMP Website and/or Client Marks in EMP's promotional and other materials.

5. **Supply of Videobooks:** The terms of sale set out in Annex 2 to these Terms shall apply to any supply by EMP of Videobooks to Client.

6. Confidentiality

6.1 Except as provided by Condition 6.2 each Party shall at all times during the continuance of the Contract and after its termination: (a) use its best endeavours to keep all Confidential Information confidential and not disclose any Confidential Information to any other person; and (b) not use any Confidential Information for any purpose other than to comply with its obligations or exercise its rights under the Contract.

6.2 Any Confidential Information may be disclosed by either Party to: (a) any governmental or other authority or regulatory body; or (b) any of its employees, officers or agents, to such extent only as is necessary for the purposes contemplated by the Contract, or as is required by law and subject in each case to the relevant party using its best endeavours to ensure that the person to whom the Confidential Information is disclosed keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

7. Term and Termination

7.1 The Contract shall be deemed to have commenced on the Effective Date and shall, subject always to earlier termination in accordance with the Terms, continue until the first anniversary of the Effective Date (the "Initial Period"). On the expiry of the Initial Period (and each subsequent Renewed Period), and subject always to the Client's payment of the Annual Service Subscription Fees as set out in the Deal Sheet, the Contract will automatically renew for a further 12 months (each a "Renewed Period") unless Client gives 3 months' written notice to terminate the Contract prior to the expiry

of the Initial Period or any Renewed Period (as applicable). When the Contract ends, Client's right to continue to access the Service and use Animations also ends.

7.2. EMP shall have the right to terminate the Contract at any time and for any reason, by giving Client not less than 3 months written notice.

7.3 The Contract may be terminated in Writing with immediate effect by EMP if: (a) any Fees due and payable by Client to EMP are at any point outstanding; (b) Client uses the Animations in breach of the terms of licensed use set out in Condition 4.3 above; (c) there is a change in Client's share ownership or management structure or Client transfers its assets or business or a substantial part of it to a third party.

7.4 The Contract may be terminated by either Party in Writing with immediate effect: (a) in accordance with Condition 9 (Force Majeure); (b) if the Customised Website does not go "live" by the Launch Date (unless this is due to the acts or omissions of Client); (c) if the other Party commits a material or persistent breach of any term of the Contract which in the case of a breach capable of remedy shall not have been remedied within 30 (thirty) days of the receipt by the other of a written notice identifying the breach and requiring its remedy. Upon remedy, the Party in breach shall provide proof of remedy within this same 30 days; (d) if the other Party shall have a receiver or administrative receiver appointed over it or any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if the other shall enter into any voluntary arrangement with its creditors or shall be subject to an administration order or shall cease to carry on business.

7.5 Any termination of the Contract shall be without prejudice to any other rights or remedies a Party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination.

7.6 On expiration or earlier termination of the Contract for any reason whatsoever: (a) Client's licence to use the EMP IP ceases immediately and EMP shall be entitled to cease to provide the Service and access to the Customised Website; (b) Client undertakes to EMP to cease use of and erase, delete and destroy all copies of the Animations in its possession or under its control; and (c) Client shall not promote any website by reference to, the EMP Mark or any confusingly similar mark or marks.

7.8 EMP shall, on Client's request (and its cost) return to Client any Confidential Information of Client in its possession or under its control.

8. Liability

8.1 Client represents, warrants and undertakes to EMP that: (a) it has the necessary authority to enter into the Contract; and (b) the performance of the Contract by it will not breach any contractual or other obligation owed by it to any other person, any rights of any other person or any other legal provision.

8.2 Nothing in the Contract shall operate to exclude or limit either Party's liability for: (a) death or personal injury caused by their negligence; (b) their fraud or fraudulent misrepresentation; or (c) any other matter for which liability cannot be excluded or limit under law.

8.3 **Client acknowledges and agrees that EMP provides a service that enables Client to provide Client Users with access to Animations for the Purpose which is to act as one tool in Client guiding and assisting in informing hospital patients about the benefits, risks and alternatives of commonly performed medical and surgical operations to be used to support patient communication and decision making around consent. The Animations made available by EMP are neither intended to constitute a complete or definitive statement of the medical procedure it portrays, its benefits, risks or alternatives nor is it intended to constitute medical or surgical advice in any particular patient situation. The Service does not replace Client's duty of care, or the duty of care of Client's employees, to properly inform patients before consent to treatment. Client and its Client Users remain responsible for ensuring patients are properly informed before consenting to any medical and/or surgical operation to which any Animation relates and in taking such decisions regard must be had to the large number of other factors of which the Client and its Client Users are, or should be aware from sources other than the Animations in respect of their medical care.**

8.4 Client acknowledges and agrees that the Customised Website and all Animations are: (a) made available to Client and Client Users on an 'as is' basis (with no minimum guaranteed service levels of any kind) and that it is Client's responsibility to ensure that all Animations are fit for Purpose and comply with Applicable Law at all times; (b) not provided on an error free and/or made available on an uninterrupted basis as, in particular, the availability of the Customised Website is subject to Client's own Internet

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supply arrangements and, also, the EMP Website and the Customised Website are powered by third party software and services whose performance EMP cannot and does not guarantee.

8.5 Subject to Condition 8.2 and as a result of Conditions 8.3 and 8.4 above, EMP excludes all representations, warranties, conditions, terms, undertakings, and obligations whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise that are not expressly set out in the Contract. In particular, EMP does not represent, warrant or undertake to Client or any Client User that: (a) any Animation is fit for the Purpose and/or complies with Applicable Law; (b) the use by a Client User of any Animation has any bearing on the success of the medical or surgical procedure to which it relates given Condition 8.3 and the stated Purpose; (c) the Customised Website, or any content on it, will always be available or be provided on an error free and/or uninterrupted basis; (d) the Customised Website will be secure or free from bugs or viruses with Client hereby acknowledging and agreeing that it is responsible for its own Internet connectivity and configuring its own information technology, computer programs and platforms in order to access the Customised Website and put in place its own virus protection software (with Client being exclusively responsible for making all arrangements necessary for it and its Client Users to have access to the Customised Website and the Service).

8.5 Subject to Condition 8.2 above, EMP shall not be liable to Client whether in tort (including negligence and breach of statutory duty), contract, misrepresentation, restitution or otherwise for: (a) any loss or damage arising from or in connection with the exclusions set out in Condition 8.4 above; (b) any indirect, special or consequential loss or damage arising out of or in connection with the use of the Customised Website and the provision of the Services; (c) any other loss or damage arising out of or in connection with the use of the Customised Website, the Animations and/or the provision of the Services.

8.6 Subject to Conditions 8.2 to 8.5 above and notwithstanding the foregoing provisions EMP's maximum aggregate liability to Client shall amount to the total Fees paid to EMP by Client during the 3-month period preceding the date on which the act or omission causing the liability arose.

8.7 Client hereby indemnifies EMP and holds EMP harmless against all liabilities, costs and expenses in respect of any claim brought against EMP by any third party (including any Client patient) as a result of their use of and any reliance placed upon the Animations for the Purpose. EMP's remedies contained in this Condition 8.7 are without prejudice to and in addition to any warranties, indemnities remedies or other rights provided by law and/or statute and/or under any other provision of this Agreement for the benefit of EMP.

8.8 Each Party agrees that each of the exclusions and limitations in this Condition 8 are reasonable having regard to the nature of the Services, the basis upon which Animations are supplied and the relationship between EMP and Client. Each of the above exclusions or limitations shall be construed as separate and severable provisions of the Contract.

9. Force Majeure

9.1 Neither Party shall be liable for any failure or delay in performing any of its obligations hereunder if such failure or delay is caused by the occurrence of an event of Force Majeure.

9.2 If either Party becomes aware of any circumstances of Force Majeure which give rise to, or are likely to give rise to, any failure or delay on its part it shall forthwith notify the other in Writing and shall inform the other of the period which it estimates the circumstances will continue.

9.3 If the event of Force Majeure in question prevails for a continuous period in excess of 3 months, the Parties shall enter bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable. If such discussions fail to resolve the event of Force Majeure within a further month then either Party may terminate the Contract in Writing with immediate effect.

General

10. Assignment

10.1 Neither Party shall, without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed), assign, sub-license, transfer or charge any of its rights under the Contract, nor sub-contract any or all of its obligations under the Contract, nor purport to do any of the aforementioned.

10.2 EMP shall be entitled to assign, sub-license, transfer or charge any of its rights under the Contract, and, subject to Condition 3.2, sub-contract any or all of its obligations under the Contract, without restriction.

11. **Waiver of Remedies:** No forbearance, delay or indulgence by either Party in

exercising or enforcing the provisions of the Contract shall prejudice or restrict the rights (whether provided by the Contract or by law) of that Party.

12. **Entire Agreement:** The Contract represents the entire understanding and constitutes the entire agreement between the Parties in relation to its subject matter and supersedes any previous agreement between the Parties as to such subject matter.

13. **Variation:** The Contract may not be altered, amended or modified except in writing signed by duly authorised representatives of each of the Parties hereto.

14. **Notices:** All notices which are required to be given under the Contract shall be in Writing and shall be sent to the postal address or email address of the Party set out in the Contract or such other address as the recipient may designate by notice given in accordance with the provisions of this Condition. Any such notice may be delivered personally or by first class pre-paid letter or by e-mail, and shall be deemed to have been served, if by hand, when delivered; if by first class post, 48 hours after posting; and, if by email, on the day of receipt and if received after 5.30pm, the day after.

15. **Rights of Third Parties:** For the purposes of the Contracts (Rights of Third Parties) Act 1999, and notwithstanding any other provision of the Contract, the Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

16. **Severability:** If any provision in the Contract is, in whole or in part, held by a court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable under any enactment or rule of law then that provision or part thereof shall to that extent be deemed not to form part of the Contract and the enforceability and validity of the remainder of the Contract shall not be affected.

17. **Governing Law/Jurisdiction:** The Contract shall be governed by and construed in accordance with the laws of England. Each party hereby irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Explain My Procedure Ltd (v2)© January 2022

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Annex 1: Definitions

“Animations”	means the audio-visual and animated graphic designs created and made available by EMP in multiple languages for the Purpose (and including Customised Animations);
“Agreed Animations”	means the number of Animations that EMP agrees to make available via the Customised Website and as set out in the Deal Sheet;
“Agreed Languages”	means the languages in which EMP agrees to make the Animations available via the Customised Website and as set out in the Deal Sheet;
“Applicable Laws”	means all laws, regulatory requirements and codes of practice applicable to the activities contemplated by the Parties under the Contract;
“Client”	means EMP’s client as further described in the Deal Sheet;
“Client Marks”	means the IP (in particular, trade mark rights) that protects the Client’s name;
“Client URL”	means the URL selected by Client and from which the Customised Website is accessed;
“Client Users”	means any patient(s), employees and/or students of Client;
“Confidential Information”	means all confidential information and data of whatever nature, whether supplied orally or in writing, and however recorded or preserved, including trade secrets, financial, technical and marketing information, specifications, ideas, technology, processes, knowledge and know-how, details of animation developers, clients, suppliers, prices, discounts, margins and current trading performance and future business strategy;
“Contract”	means the agreement incorporating these Terms and the Deal Sheet (including any annexes);
“Contract Period”	means the period of time for which the Contract continues and as further described in the Deal Sheet;
“Customised Animations”	means any: (a) new Animation that Client requires EMP to specifically develop for it; and/or (b) changes that EMP agrees to make to any current Animation to customise it specifically for Client;
“Customised Website”	means the customised version of the EMP Website created by EMP for Client and from which the Agreed Animations in the Agreed Languages are made available and accessible from the Client URL;
“Deal Sheet”	means the deal sheet setting out the key commercial terms on which Client is to be provided with access to the Customised Website and, if applicable, supplied with Videobooks, and which is subject to these Terms;
“Effective Date”	means the date set out in the Deal Sheet;
“EMP”	means Explain My Procedure Limited (registered in England and Wales with company Number 12365177) whose registered office is at 50 Chestnut Road, London, SE27 9LE, England;
“EMP Marks”	means the IP protecting the trade marks EMP, ExplainMyProcedure (word) and ExplainMyProcedure (device) and EMP’s get-up and look and feel of the Service;
“EMP Website”	means EMP’s website published at the URL, www.explainmyprocedure.com which sits on the Platform and from which EMP clients (and their patients, employees and students) can access and view animations, in multiple languages for the Purpose;
“Fees”	means the fees payable by Client to EMP pursuant to the terms of the Contract and as further described in the Deal Sheet including Customised Website set-up fees, EMP Service Subscription Fees, Videobook supply fees and custom development work fees (as applicable);
“Force Majeure”	means, in relation to either Party, circumstances beyond the reasonable control of that party, including acts of God, war, riot, civil commotion, fire, flood, adverse weather, terrorist action, nuclear, chemical or biological contamination, the act or order of any governmental, provincial or local authority, epidemic or pandemic, telecommunications failure, breakdown of plant or machinery or default of suppliers or sub-contractors;

“Intellectual Property”	means trade marks (whether registered or unregistered), logos, trade names, unregistered and registered designs, copyright, database rights, rights in computer software, domain names, rights in confidential information and any and all other intellectual property rights (whether now subsisting or in the future created) both in the UK and all other countries of the world for the full period of those rights (including any extensions and renewals);
“IP”	means trade marks (whether registered or unregistered), logos, trade names, unregistered and registered designs, copyright, database rights, rights in computer software, domain names, rights in confidential information and any and all other intellectual property rights (whether now subsisting or in the future created) both in the UK and all other countries of the world for the full period of those rights (including any extensions and renewals);
“Launch Date”	means the date on which the Parties agree the Customised Website shall go “live” as further described in the Deal Sheet;
“Parties”	means EMP and Client with each being a “Party”;
“Platform”	means EMP’s software platform on which the EMP Website resides and from which clients and their patients can access and view Animations;
“Purpose”	means the viewing of the Agreed Animations, in the Agreed Languages, to assist in informing hospital patients, about the benefits, risks and alternatives of commonly performed medical and surgical operations to be used to support patient communication and decision making around consent whilst not replacing a doctors’ or a doctors’ employer’s duty of care to ensure their patients are properly informed before consent is given to treatment;
“Service”	means the service offered by EMP pursuant to the terms of the Contract being the supply of the Agreed Animations (and any Customised Animations) and the set-up of the Customised Website from which Client and its Client Users can access and view the Agreed Animations in the Agreed Languages for the Purpose;
“Subscription Fees”	means the annual subscription fees payable by Client to EMP to access and use the Service and as further described in the Deal Sheet;
“Videobook(s)”	means such electronic devices as EMP may agree to source, set-up, supply and sell to Client with Agreed Animations in Agreed Languages pre-installed and as further described in the Deal Sheet;
“Terms”	means EMP’s standard terms and conditions set out here and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Parties;
“Writing”	means by letter, e-mail, fax and comparable means of communication but specifically excludes SMS and “Written” shall have the same meaning.

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Annex 2: Videobooks: EMP Terms of Sale

Basis of Sale of Videobooks

1. Any advice or recommendation given by EMP or its employees or agents to Client or its employees or agents as to the storage, application or use of the Videobooks which is not confirmed in Writing by EMP is followed or acted upon entirely at Client's own risk, and accordingly EMP shall not be liable for any such advice or recommendation which is not so confirmed.

Videobook Specifications

2. Client shall be responsible to EMP for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by Client, and for giving EMP any necessary information relating to the Videobooks within a sufficient time to enable EMP to perform the Contract in accordance with its terms.
3. The quantity, quality and description of the Videobooks and any specification for them shall be as set out in the Deal Sheet.
4. EMP reserves the right to make any changes in the specification of the Videobooks which are required to conform with Applicable Law.
5. No order which has been accepted by EMP may be cancelled by Client except with the agreement in Writing of EMP and on terms that Client shall indemnify EMP in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by EMP as a result of cancellation.

Price of the Videobooks and Payment Terms

6. The price of the Videobooks shall be set out in the Deal Sheet.
7. EMP reserves the right, by giving Written notice to Client at any time before delivery, to increase the price of the Videobooks to reflect any increase in the cost to EMP which is due to any factor beyond the control of EMP (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Videobooks which is requested by Client, or any delay caused by any instructions of Client or failure of Client to give EMP adequate information or instructions.
8. Except as otherwise stated in the Deal Sheet, all prices are given by EMP on the basis that EMP shall arrange for the delivery of the Videobooks to Client's premises.
9. Subject to any special terms agreed in Writing between Client and EMP, the price of the Videobooks shall be paid in accordance with the payment terms set out in the Deal Sheet.

Delivery

10. Delivery of the Videobooks shall be made by EMP delivering the Videobooks to Client's premises or, if some other place for delivery is agreed by EMP, by EMP delivering the Videobooks to that place.
11. Any dates quoted for delivery of the Videobooks are approximate only and EMP shall not be liable for any delay in delivery of the Videobooks however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by EMP in Writing. The Videobooks may be delivered by EMP in advance of the quoted delivery date on giving reasonable notice to Client.
12. If EMP fails to deliver the Videobooks (or any instalment) for any reason other than any cause beyond EMP's reasonable control or Client's fault, and EMP is accordingly liable to Client, EMP's liability shall be limited to the excess (if any) of the cost to Client (in the cheapest available market) of similar goods to replace those not delivered over the price of the Videobooks.
13. If Client fails to take delivery of the Videobooks or fails to give EMP adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond Client's reasonable control or by reason of EMP's fault) then, without limiting any other right or remedy available to EMP, EMP may: (a) store the Videobooks until actual delivery and charge Client for the reasonable costs (including insurance) of storage; or (b) sell the Videobooks at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to Client for the excess over the price under the Contract or charge Client for any shortfall below the price under the Contract.

Risk and Property

14. Risk of damage to or loss of the Videobooks shall pass to Client at the time of delivery or, if Client wrongfully fails to take delivery of the Videobooks, the time when EMP has tendered delivery of the Videobooks.
15. Notwithstanding delivery and the passing of risk in the Videobooks, or any other provision of these Terms, the property in the Videobooks shall not pass to Client until EMP has received in cash or cleared funds payment in full of the price of the Videobooks and all other goods agreed to be sold by EMP to Client for which payment is then due.

Product Liability

16. EMP grants no warranties relating to defects in the design workmanship or materials of the Videobooks, and all conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by statute at common law or otherwise howsoever, relating to such defects in the Videobooks, are hereby excluded to the extent permitted by Applicable Law; in particular (but without limitation of the foregoing) EMP grants no warranties (other than as provided by its supplier and in respect of which the Client may be able to rely) regarding the fitness for purpose, performance, use, quality or merchantability of the Videobooks, whether express or implied, by statute at common law or otherwise howsoever.