

PUDSEY TEST AND INSPECTION LIMITED TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.10.

Contract: the contract between the Supplier and the Customer for the supply and purchase of the Services in accordance with the Order and these Conditions.

Customer: the person, firm or company who purchases the Services from the Supplier.

Deliverables: the materials, reports (including testing certificates if applicable), and any other documents produced by the Supplier for the Customer in the performance of the Services.

Force Majeure Event: has the meaning given in clause 14.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and Intellectual Property Right means any one of the Intellectual Property Rights.

Materials: the materials provided by the Customer to the Supplier for the purposes of the Supplier performing the Services.

Order: the Customer's order for Services as set out in the Customer's purchase order form.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: any specification for the Services, including any related plans and drawings, that is supplied to the Supplier by the Customer, or produced by the Supplier and agreed in writing by the Customer.

Supplier: Pudsey Test and Inspection Limited (registered in England and Wales with company number 6147312), whose registered office is at Battye Street, Laisterdyke, Bradford. BD4 8AG.

tested Materials: the Materials after they have been tested and/or tested by the Supplier as a result of providing the Services.

1.2 In these Conditions, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.5 A reference to writing or written includes faxes and email

1.3 Construction. In these Conditions, the following rules apply:

a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

b) a reference to a party includes its personal representatives, successors or permitted assigns;

c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

e) a reference to writing or written includes faxes and emails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.2 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the catalogues or brochures of the Supplier, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified by the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. TECHNICAL DATA AND SPECIFICATIONS

4.1 The Customer recognises that the Supplier may not be able to test and process the Materials delivered to the Supplier to the precise specifications required by the Customer in the Specification. The Supplier shall be entitled to test and process the Materials to an equivalent or alternative specification or standard which the Customer shall accept in satisfaction of its Order.

4.2 If no Specification is agreed, the Materials may be tested or processed to the Supplier's own in-house procedure which the Customer shall accept in satisfaction of its Order.

5. PRICE

5.1 The price for the Services shall be the price quoted by the Supplier, or the price ruling at the date of the completion of the Services. Prices quoted are subject to revision for errors or omissions at any time.

5.2 Quotations given without inspection of the Materials are provisional only and may be subject to withdrawal by the Supplier after examination.

- 5.3 Any increase in costs or expenses arising from any act or omission or any special requirements of the Customer or any unusual or special circumstances arising out of the Order or any modifications made at the Customer's request may, at the Supplier's option, be charged to the Customer in addition to the price specified in the Order.
- 5.4 The Supplier reserves the right to charge an additional sum for collection / delivery.
- 5.5 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Services to reflect any increase in the cost of the Services that is due to:
- 5.5.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs);
- 5.5.2 any request by the Customer to change the delivery date(s), quantities or types of Services ordered, or the Specification; or
- 5.5.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 5.6 The price for the Services shall be subject to the addition of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services.

6. DELIVERY

- 6.1 Prior to commencement of the Services, the Customer shall deliver the Materials to the Supplier and accepts it is responsible for the suitable packing of the Materials having regard to their manufacture tolerances, quality and value to the Customer in materials which can be reused where appropriate by the Supplier for delivery of tested Materials. Where such materials are not reusable or in the opinion of the Supplier deemed inadequate for packing tested Materials the Supplier will pack tested Materials as it deems appropriate and any additional costs incurred shall be charged to the Customer.
- 6.2 If the Order states that the Supplier shall deliver the tested Materials to the Customer on Completion of the performance of the Services, the Supplier shall ensure that:
- 6.2.1 each delivery of the tested Materials is accompanied by a delivery notice, the type and quantity of the tested Materials and, if the Order is being delivered by instalments, the outstanding balance of the tested Materials remaining to be delivered;
- 6.2.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection as such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense;
- 6.2.3 it shall deliver the tested Materials to the location set out in the Order or such other location as the parties may agree in writing (Delivery Location) at any time after the Supplier notifies the Customer that the tested Materials are ready; and
- 6.2.4 delivery of the tested Materials shall be completed on the tested Materials' arrival at the Delivery Location.
- 6.3 If the Order states that the Customer shall collect the tested Materials from the Supplier's premises, the Supplier shall ensure that:
- 6.3.1 the tested Materials made available for collection are accompanied by a delivery note which shows the date of the Order, the type and quantity of the tested Materials and, if the Order is being collected by instalments, the outstanding balance of the tested Materials remaining to be collected;
- 6.3.2 If the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense; and
- 6.3.3 it shall make the tested Materials available for collection from the Supplier's premises (as notified to the Customer by the Supplier either in the Order or otherwise as agreed in writing between the parties) at any time after the Supplier notifies the Customer that the tested Materials are ready; and
- 6.3.4 collection of the tested Materials shall be completed on the tested Materials being loaded onto the Customer's transport or at the Customer's direction a third party carrier at the Supplier's premises.
- 6.4 Any dates quoted for delivery or collection are approximate only, and the time of delivery or notifying the Customer that the tested Materials are ready for collection is not of the essence. The Supplier shall not be liable for any delay in the delivery of the tested Materials or making the tested Materials available for collection that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Services or the tested Materials.
- 6.5 The Customer is responsible in all cases for unloading the delivery vehicle at the delivery locations entirely at its own risk.
- 6.6 If the Supplier fails to deliver the tested Materials or make the tested Materials available for collection (as appropriate), its liability shall be limited to costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the tested Materials. The Supplier shall have no liability for any failure to deliver the tested Materials to the extent that such failure caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the tested Materials.
- 6.7 If the Customer fails to accept delivery of the tested Materials or collect the tested Materials from the Supplier's premises (as appropriate) within 4 Business Days of the Supplier notifying the Customer that the tested Materials are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligation under the Contract:
- 6.7.1 delivery or collection (as appropriate) of the tested Materials shall be deemed to have been completed at 9.00am on the fifth Business Day following the day on which the Supplier notified the Customer that the tested Materials were ready; and
- 6.7.2 the Supplier shall store the tested Materials until delivery or collection (as appropriate) takes place, and charge the Customer for all related costs and expenses (including insurance).
- 6.8 If 10 Business Days after the Supplier notified the Customer that the tested Materials were ready for delivery or collection (as appropriate) the Customer has not accepted delivery of or collected (as appropriate) them, the Supplier may resell or otherwise dispose of part or all of the tested Materials and charge the Customer for any shortfall below the price of the tested Materials.
- 6.9 The Supplier may deliver the tested Materials by, or inform the Customer that the tested Materials are ready for collection in, instalments which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or the Supplier making the tested Materials available for collection (as appropriate) or any defect in an instalment shall not entitle the Customer to cancel any other instalment.

7. RISK

The Materials (including the tested Materials, once the Services have been supplied) and any other materials or documents supplied by the Customer to the Supplier are insured by the Supplier whilst in the Supplier's possession. This is subject to policy terms and conditions and a monetary limit.

The Customer shall not make any claim against the Supplier and acknowledge and agrees that the Supplier shall not be liable for any loss of or damage to any such Materials, other materials or documents supplied or delivered to the Supplier by the Customer in excess of the policy limit, where insurance cover does not apply, or for any damage whatsoever caused in Transit.

Please note that in cases involving high value Materials the Customer is strongly advised to effect his own insurance cover for all such Materials, other materials and documents against all risks and at all times (including but limited to whilst Materials are on the Supplier's premises).

8. CHARGES AND PAYMENT

- 8.1 The Charges for the Services shall be on a time and materials basis:
- the Charges shall be calculated in accordance with the standard daily fee rates of the Supplier, as set out in the specification document;
 - the standard daily fee rates of the Supplier for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;

- c) the Supplier shall be entitled to charge an overtime rate of 150% of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause a); and
 - d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 8.2 The Supplier reserves the right to increase its standard daily fee rates, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 3 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 4 weeks of the date of the notice provided by the Supplier and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 4 weeks' written notice to the Customer.
- 8.3 The Supplier shall invoice the Customer on completion of the Services.
- 8.4 The Customer shall pay each invoice submitted by the Supplier:
- a) within 30 days of the date of the invoice; and
 - b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of National Westminster bank PLC from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. CUSTOMER'S RESPONSIBILITIES

- 9.1 The Customer shall:
- 9.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - 9.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 9.1.3 prepare the Customer's premises for delivery of the processed materials on completion of the performance of the Services, if necessary;
 - 9.1.4 ensure that all materials or components provided to the Supplier for the purposes of the Supplier performing the Services (including the Materials) are suitable for such non-destructive testing processes (if applicable) and will cause no loss, damage or injury to any of the Supplier's property, assets, equipment, employees or representatives; and
 - 9.1.5 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects.
- 9.2 The Customer shall ensure that its employees agents and sub-contractors:
- 9.2.1 obey all fire and safety regulations and any other statutory or other requirements of the Supplier and of any other competent authority whilst in attendance at or occupation of the Supplier's premises;
 - 9.2.2 comply with the Supplier's instructions in operating any of the Supplier's equipment or whilst located at the Supplier's premises;
 - 9.2.3 observe any rules and regulations of the Supplier from time to time in force;
 - 9.2.4 cause no loss damage or injury to any of the Supplier's property, assets or equipment or to any property, assets or equipment located on the premises of the Supplier or to any servants employees agents or sub-contractors of the Supplier or to any other persons.
- 9.3 The Customer shall indemnify and keep indemnified the Supplier against any loss damage injury and expense of whatever nature (including consequential loss) arising from any failure of the Customer or its employees agents or sub-contractors to observe or comply with any of the provisions contained in clauses 9.1 and 9.2.
- 9.4 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 9.4.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 9.4.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.4; and
 - 9.4.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

10. INTELLECTUAL PROPERTY

The Customer warrants that any goods materials equipment designs or instructions furnished or given to the Supplier (including the Materials) shall not be such as to cause the Supplier to infringe any of the Intellectual Property Rights in performing the Services in the execution of the Customer's order. The Customer shall indemnify the Supplier against all and any claims actions costs and expenses made or brought against the Supplier or incurred by the Supplier (whether in the United Kingdom or elsewhere) in respect of the infringement of any such Intellectual Property Rights.

11. CONFIDENTIALITY

- 11.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 11.2 The provisions of this clause 11 shall survive any termination of the contract.

12. TERMINATION

- 12.1 An Order once accepted by the Supplier cannot be cancelled by the Customer except with the prior consent in writing of the Supplier and on terms that the Customer will reimburse the Supplier the full amount of all costs which the Supplier has incurred or will incur in consequence of the Order.
- 12.2 If the Supplier finds at any time that the Materials are unsuitable for the Services at any stage it may withdraw its quotation and the Customer will thereupon pay all costs incurred together with a reasonable charge for any tested Materials.
- 12.3 If the Customer becomes subject to any of the events listed in clause 12.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier

may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of tested Materials delivered to the Customer shall become immediately due.

- 12.4 For the purposes of clause 12.3, the relevant events are:
- 12.4.1 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- 12.4.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- 12.4.3 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or 12.4.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or
- 12.4.5 (being a company) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or
- 12.4.6 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or
- 12.4.7 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.4.1 to clause 12.4.6 (inclusive); or
- 12.4.8 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
- 12.4.9 the financial position of the Customer deteriorates to such an extent that in the opinion of the Supplier the capability of the Customer adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 12.5 On termination of the Contract for any reason:
- 12.5.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 12.5.2 the Customer shall return all of the Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 12.5.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 12.5.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. LIABILITY OF THE SUPPLIER

- 13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 13.1.2 fraud or fraudulent misrepresentation; or
- 13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 13.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 13.2 The Customer acknowledges and accepts that the Services carry risk to the Materials dependent upon such factors as manufacturing history, size and sections for which the Customer accepts full responsibility and the Customer enters into any Contract on such basis. Subject to clause 13.1, the Supplier shall not be liable to the Customer if:
- 13.2.1 any such liability arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the tested Materials or (if there are none) good trade practice; or
- 13.2.2 such liability arises as a result of the Supplier following any drawing, design or specification (included in the Specification or otherwise) supplied by the Customer; or
- 13.2.3 the Customer alters or repairs the tested Materials without the written consent of the Supplier;
- 13.2.4 the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors); and
- 13.2.5 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lesser of 3 x the price of the Services for the applicable component set out in the Order, or £1,000 whichever is highest.
- 13.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

This clause 13 shall survive termination of the Contract.

14. FORCE MAJEURE

- 14.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 14.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. GENERAL

- 15.1 Assignment and other dealings.
- a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 15.2 Variation.
Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.
- 15.3 Waiver.
A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.4 Severance.

- a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.5 Notices.

- a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause a); if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.6 Third parties.

- a) A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7 Governing law.

- a) The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

15.8 Jurisdiction.

- a) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

15.9 No partnership or agency.

- a) Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.