

TERMS AND CONDITIONS OF SUPPLY
OF EPC UNITED KINGDOM LIMITED AND ITS SUBSIDIARIES

These Conditions sets out the terms on which EPC United Kingdom Limited (or its Subsidiary) supply Goods and/or Services (as defined below). These terms and conditions will apply to all orders for the supply of Goods and/ or Services placed by you. Your attention is drawn to the provisions of clauses 4.5 and 12 below (limits on the EPC's liability).

1. INTERPRETATION

1.1 In addition to the other terms defined within the body of these Conditions, the following definitions shall apply to these Conditions:

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

Commencement Date: has the meaning set out in clause 2.2;

Conditions: these terms and conditions as amended from time to time by the Supplier in accordance with clause 15.8;

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with the Order and these Conditions;

Customer: the person or firm who purchases the Goods and/or Services from the Supplier, as further set out in the Order;

Deliverables: the deliverables set out in the Order and/or the Service Specification;

Delivery Location: has the meaning set out in clause 4.2;

Force Majeure Event: has the meaning given to it in clause 15.1;

Goods: the goods (or any part of them) set out in the Order;

Goods Description: the description of the Goods in the Supplier's most up to date literature that is available from the Supplier at the time of the Order, and/or as described in the quotation as modified by any applicable Goods Specification;

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier;

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, 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;

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation or such other written document as the parties may mutually agree;

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

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer;

Subsidiary/ies: the wholly owned subsidiaries of EPC United Kingdom Limited from time to time;

Supplier: EPC United Kingdom Limited (registered in England and Wales with company number 00084170 and whose registered office is at Venture Crescent, Nix's Hill Industrial Estate, Alfreton, Derbyshire DE55 7RA or the relevant supplying Subsidiary set out in any quotation and/or Order acceptance document;

Supplier Materials: has the meaning set out in clause 8.1(i).

1.2 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 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;
- (e) a reference to **writing** or **written** includes faxes and e-mails; and
- (f) a reference to the singular includes a reference to the plural and vice versa.

2. **BASIS OF CONTRACT**
- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 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**).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's literature or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 **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. Any terms attached to the Customer's Order are rejected in their entirety and shall not form part of the Contract.**
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for the period stated in the quotation, or if no period is stated, for 20 Business Days from the date of issue of the quotation.
- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
3. **GOODS**
- 3.1 The Goods are described in the Supplier's most up to date literature that is available from the Supplier at the time of the Order, and/or in the applicable quotation as modified by any applicable Goods Specification. For the avoidance of doubt, where the Goods Specification is supplied by the Customer, this must be agreed in writing by the Supplier.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied in whole or in part by the Customer and/ or supplied by the Supplier in accordance with the Customer's instructions, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, demands, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal expenses (on a full indemnity basis) and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification and/or following of the Customer's instructions. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the specification of the Goods and/or the Goods Specification at any time if required by any applicable statutory or regulatory requirements.
- 3.4 The Goods provided by the Supplier cannot cover all conditions of use. Users should undertake their own tests to ensure the suitability of the Goods for their specific application.
4. **DELIVERY OF GOODS**
- 4.1 The Supplier shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, relevant Supplier reference numbers, the type of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Supplier has agreed that the Goods will be delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Customer to return any packaging material 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.
- 4.2 Unless otherwise agreed in writing by the Supplier or in the event of an emergency, the Supplier shall deliver the Goods to the Customer's premises stated in the agreed Order (**Delivery Location**).
- 4.3 Unless otherwise agreed in writing by the Supplier, delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Without prejudice to the generality of the foregoing, the Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or any act or omission of the Customer, whether caused by the Customer's failure to provide the Supplier with adequate information, delivery instructions or by any other act or omission of the Customer.
- 4.5 If the Supplier fails to deliver the Goods, its liability (whether in contract, tort, negligence or otherwise and howsoever arising) shall be limited to the costs incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.6 If the Customer fails to accept or take delivery of the Goods when the Supplier tendered delivery of the Goods at the Delivery Location or if the Customer otherwise fails to take delivery when it is tendered by the Supplier, then:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the Business Day following the day on which the Supplier tendered delivery of the Goods; and
- (b) subject to paragraph 4.7 below, the Supplier shall store the Goods until the Customer has accepted or taken actual delivery of the Goods, whether or not the Goods are deemed delivered under paragraph 4.6(a) above, and the Customer shall pay for all related costs and expenses (including insurance).

- 4.7 If five Business Days after the Supplier tendered delivery the Customer has not accepted or taken delivery of them, the Supplier may, at its discretion, resell or otherwise dispose of part or all of the Goods.
- 4.8 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the price on the Order invoice to reflect the quantity of Goods delivered.
- 4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5. QUALITY OF GOODS**
- 5.1 The Customer accepts responsibility for the selection of the Goods to achieve its intended results.
- 5.2 The Customer agrees that, in entering into this Contract, it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the Contract. The Customer shall have no remedy in respect of any representation (whether written or oral) made to it on which it relied in entering into this Contract and the Supplier shall have no liability otherwise than pursuant to the express terms of these Conditions.
- 5.3 The Supplier warrants that on delivery the Goods shall:
- (a) conform in all material respects with the Goods Description; and
 - (b) be free from material defects in design, material and workmanship.
- 5.4 Subject to clause 5.5, if:
- (a) the Customer gives notice in writing within five (5) Business Days of delivery of the Goods that some or all of the Goods do not comply with the warranty set out in clause 5.3;
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- the Supplier shall, at its option, repair or replace the defective Goods.
- 5.5 The Supplier shall not be liable (whether in contract, tort, negligence or otherwise and howsoever arising) for the Goods' failure to comply with the warranty in clause 5.3 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.4;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - (c) the defect arises as a result of the Supplier following any drawing, design, instruction or Goods Specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal use and/or abnormal working or storage conditions;
 - (f) the Goods differ from the Goods Description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.6 Except as provided in this clause 5, the Supplier shall have no liability (whether in contract, tort, negligence or otherwise and howsoever arising) to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.3.
- 5.7 These Conditions shall apply to any replacement Goods supplied by the Supplier under clause 5.4.
- 5.8 Insofar as the Goods are not manufactured or produced by the Supplier and/or comprise or contain equipment or components which are not manufactured or produced by the Supplier, the Customer shall only be entitled to such warranty or other benefit as the Supplier has received from the relevant manufacturer.
- 5.9 The Supplier shall have no liability to the Customer or any third party (whether in contract, tort, negligence or otherwise and howsoever arising) in respect of, or in connection with, the supply of Goods that are not manufactured by the Supplier. The Supplier shall have no liability to the Customer or any third party (whether in contract, tort, negligence or otherwise and howsoever arising) in respect of, or in connection with, the supply of Goods that comprise or contain equipment or components which are not manufactured or produced by the Supplier to the extent that any claim arises out of or in connection with such equipment or component.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery (as described in clause 4.3).
- 6.2 Title to the Goods shall not pass to the Customer until the later of delivery of the Goods or when the Supplier has received payment in full (in cash or cleared funds) for:
- (a) the Goods; and
 - (b) any other goods (including Deliverables and the output of any Services) that the Supplier has supplied to the Customer in respect of which payment has become due.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
 - (b) store the Goods in accordance with clause 8(g) below and separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in the best condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery; and
- (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1(b);

but the Customer may resell or use the Goods in the ordinary course of its business in which case title shall pass immediately prior to sale of the Goods to the Customer's third party purchaser.

- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1(b), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

- 7.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Supplier shall use its reasonable endeavours to meet any performance dates for the Services specified in any quotation, order confirmation and/or the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier shall have the right to make any changes to the Services and/ or the Services Specification 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.
- 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
- (a) ensure that the Order and (where relevant, if submitted by the Customer) the Goods Specification are complete and accurate;
 - (b) fully and promptly co-operate with the Supplier in all matters relating to the Services as may be requested by the Supplier from time to time;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with full access (without charge) to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate;
 - (e) prepare the Customer's (or relevant third party's) premises for the supply of the Services, such preparation to be in accordance with best industry practice, any manufacturer guidelines and, at all times, in accordance with all applicable laws, regulations and guidelines (including, without limitation, the health and safety executive's guidelines, as amended from time to time);
 - (f) obtain and maintain all necessary licences, certificates, permissions and consents which may be required for the performance and/or receipt Services before the date on which the Services are to start and/or in respect of the Goods, prior to delivery of the Goods by the Supplier to the Customer. The Customer shall promptly (and in any event within 2 Business Days) provide a copy of any such licences, certificates, permissions and consents to the Supplier upon the Supplier's request;
 - (g) store any Goods received by it in accordance with best industry practice, any manufacturer guidelines, any guidance that may be provided by the Supplier and, at all times, in accordance with all applicable laws, regulations and guidelines (including, without limitation, the health and safety executive's guidelines, as amended from time to time);
 - (h) use the Goods only in accordance with best industry practice, any manufacturer guidelines and, at all times, in accordance with any applicable laws, regulations and/or guidelines (including, without limitation, the health and safety executive's guidelines, as amended from time to time); and
 - (i) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer (and/or its customers) or failure by the Customer (and/or its customers) to perform any relevant obligation (**Customer Default**):
- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies (or procures the remedy of) 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, hinders or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable (whether in contract, tort, negligence or otherwise and howsoever arising) for any costs or losses sustained or incurred by the Customer (and/or its customers) arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - (c) 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.

9. CHARGES AND PAYMENT

- 9.1 The price for Goods and/or Services shall be the price set out in the quotation or as specified in writing by the Supplier, or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. The price of the Goods and/or Services is exclusive of all costs and charges of packaging, insurance, duty, taxes and transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
- 9.2 The Supplier reserves the right to: increase the price of the Goods and/or Services, by giving notice to the Customer at any time before delivery/performance, to reflect any increase in the cost of the Goods and/or Services (and the supply thereof) to the Supplier that is due to:
- (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in the cost of: labour, logistics, materials, raw materials, energy, utilities and other manufacturing and performance costs);
 - (b) any request by the Customer to change the delivery date(s), delivery locations, quantities or types of Goods or Services ordered, or changes to the Goods Specification or Services Specification; or
 - (c) any delay caused by any instructions of the Customer in respect of the Goods or Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods or Services or delivery thereof.
- 9.3 In respect of Goods and/or Services, the Supplier shall invoice the Customer as stated in the accepted Order, the quotation or as specified in writing by the Supplier, or, if no invoice period is stated, on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer as stated in the accepted Order, the quotation or as specified in writing by the Supplier, or, if no invoice period is stated, the Supplier shall invoice the Customer monthly in arrears.
- 9.4 The Customer shall pay each invoice submitted by the Supplier:
- (a) as specified within the Order or quotation, or, if not stated in the Order or quotation, 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
 - (c) time for payment shall be of the essence of the Contract.
- 9.5 All amounts payable by the Customer under the Contract are exclusive of value added tax chargeable from time to time (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 or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.6 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Bank of England base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly. The Customer shall pay the Supplier's costs and expenses incurred in pursuing payment of amounts owed by the Customer.
- 9.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, 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.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services and/ or the Supplier Materials shall be owned by and remain with the Supplier. Subject to payment in full of all charges for Goods and Services, the Supplier shall grant to the Customer a non-exclusive, revocable, non-transferable limited licence of the Supplier's Intellectual Property Rights for the purpose of the Customer's receipt and use of the Goods and Services in accordance with the terms of this Contract.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 10.3 The Customer grants to the Supplier a non-exclusive licence to carry out all acts in relation to the Customer's Intellectual Property Rights, Data and Customer Materials for the purpose of the Supplier's performance of the Services and manufacture and delivery of the Goods.
- 10.4 All Supplier Materials are the exclusive property of the Supplier.

11. CONFIDENTIALITY

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, and all data and information in whatever form or format 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. The Receiving Party shall return or destroy (at the Disclosing Party's option) all the Disclosing Party's confidential information on demand and in any event at the expiry or termination of this Contract howsoever arising. This clause 11 shall survive termination of the Contract.

12. LIMITATION OF LIABILITY

12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, fraud or fraudulent misrepresentation or any other matter which by law cannot be limited or excluded.

12.2 Subject to clause 12.1:

(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort, negligence, breach of statutory duty, or otherwise (and howsoever arising), for any of the following types of loss (whether direct or indirect):

- loss of profit,
- loss of revenue,
- loss of anticipated saving,
- loss of contract,
- loss of goodwill or reputation,
- loss of data,
- loss of opportunity,

or for any special, indirect or consequential loss whatsoever arising under or in connection with the Contract, the Goods or Services; and

(b) the Supplier's total aggregate liability to the Customer in respect of all losses arising under or in connection with the Contract, the Goods or Services, whether in contract, tort, negligence, breach of statutory duty, or otherwise (and howsoever arising), shall in no circumstances exceed the sums paid to the Supplier by the Customer for the Goods or Services to which the Contract relates in the 12 months preceding the event giving rise to the liability.

12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;
- (b) the other party 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, has a bankruptcy order made against it; becomes insolvent or goes into liquidation, receivership or administration; has an administrator appointed; is wound up; has an encumbrancer take possession of any of its assets; enters into a composition or arrangement with its creditors; being a partnership, has a bankruptcy order made against any of the partners or a notice served by a partner for dissolution of the partnership; or takes or suffers any similar or analogous action in any jurisdiction.

13.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods and Services under the Contract or any other contract between the Customer and the Supplier if:

- (a) the Customer fails to pay any amount due under this Contract on the due date for payment; or
- (b) the Customer becomes subject to any of the events listed in clause 13.1(b), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13.4 Without limiting its other rights or remedies, the Supplier may terminate the Contract at any time, by giving the Customer 30 days notice in writing

14. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices together with any interest that may be due under these Conditions and, in respect of Goods and/ or Services supplied but for which no invoice has yet been submitted, and for all works in progress made in preparation for delivery of ordered Goods and/or Services, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to make full payment for any items in its possession, custody or control, 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;
- (c) the accrued rights and remedies of the parties as at 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

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. GENERAL

15.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure, unavailability or limited availability of a utility service, raw materials or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, pandemic, epidemic or outbreak of disease, breakdown of plant or machinery, fire, flood, storm, acts or omissions of third parties or default of suppliers or subcontractors.
- (b) 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.
- (c) If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 30 days, either party shall have the right to terminate this Contract immediately by giving written notice to the other party.

15.2 Assignment and subcontracting:

- (a) The Supplier may at any time assign, transfer, 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.
- (b) The Customer shall not, without the prior written consent of the Supplier (not to be unreasonably withheld), assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3 Notices: Any notice required or permitted to be given by either party to the other shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice.

15.4 Waiver and cumulative remedies: No failure or delay by either party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.5 Severance: If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

15.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.

15.9 Governing law and jurisdiction: This 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.