

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

**Company:** Danley Engineering Services Limited

**Commissioning Date:** the date after delivery of the Goods upon which the Company's engineer or the Customer's engineer (as appropriate) confirms in writing that the Goods have produced a product which demonstrates that the Goods conform with their specification, or, where the Goods have not been supplied to a particular specification, the said engineer confirms in writing that the Goods are operational.

**Conditions:** these Terms and Conditions of Supply.

**Contract:** any contract between the Company and the Customer for the Supply of any Goods and/or Services, incorporating these conditions.

**Customer:** the person, firm or company who purchases the Goods and/or Services from the Company.

**Goods:** any goods agreed in the Contract to be supplied by the Company to the Customer (including any part or parts of them), including, but not limited to, complete machines and machine parts.

**Incoterms:** means the standard-terms of carriage issued by the International Chamber of Commerce known as "**Incoterms 2000**".

**Services:** any services agreed in the Contract to be performed by the Company for the Customer (including any part or parts of them) including, but not limited to, maintenance services and any modernization, refurbishment and/or rebuilding services, together with any installation services to be performed in relation to the Goods.

**Supply:** the sale of any Goods and/or the provision of any Services by the Company to the Customer. For the avoidance of doubt, any Goods so sold, and/or Services so provided, (or to be so sold or provided, as applicable), are **Supplied**.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these Conditions.

### 2. APPLICATION OF TERMS

2.1 Subject to any variation under Condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

- 2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to the Supply of any and all Goods and Services by the Company and any variation to these Conditions and any representations about any Goods and/or Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods and/or Services by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods and/or Services subject to these Conditions without further notification thereof to the Customer.
- 2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued and executed by the Company, but if the Company receives a written or verbal order from the Customer which requires immediate or urgent fulfilment, the Company may accept that order by Supplying the Goods and/or Services to the Customer and then issuing and executing a confirmatory written acknowledgment of order, the terms of which, for the avoidance of doubt but without limitation, shall reflect the terms upon which the Goods or Services have been or still are being Supplied and the terms of that confirmatory acknowledgment shall constitute the full and final embodiment of the Contract, subject always to these Conditions.
- 2.6 Any quotation is given on the basis that no Contract shall come into existence except in accordance with Condition 2.5. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

### **3. DESCRIPTION**

- 3.1 Subject always to the provisions of Condition 2.5, the quantity and description of any Goods and/or Services shall be as set out in the Company's quotation or acknowledgement of order.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract and this is not a sale by sample.
- 3.3 If any Goods are to be produced, designed, built or configured and/or any process is to be applied to any Goods by or on behalf of the Company and/or any Services are to be performed by the Company in accordance with any specification submitted by the Customer, then, without limiting the generality of Condition 11, the Customer shall hold the Company harmless and shall fully indemnify the Company against any and all loss, damage, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by, the Company, in settlement of any claim for infringement of any patent, copyright, design, trade mark or any other intellectual property right of any other person, resulting from the Company's use of any specification so submitted.
- 3.4 Without prejudice to Condition 3.1, the Company shall use its reasonable efforts to supply the Goods and/or Services in accordance with any specification submitted by the Customer and approved by the Company, but may effect minor modifications to any such specification without the Customer's approval.

#### **4. DELIVERY AND PERFORMANCE**

- 4.1 Unless otherwise agreed in writing by the Company, the Company's obligation to deliver the Goods shall be deemed fulfilled upon delivery 'Ex-Works' (as that term is defined by the Incoterms), the Company's premises. The Customer shall be responsible for arranging for the carriage of the Goods to the destination address. All transportation and carriage costs (including, without limitation, the cost of all related insurance coverage and the cost of loading and unloading the Goods) shall be borne by the Customer and the Customer shall pay any and all customs, import, excise and other duties and taxes payable in respect of the Goods.
- 4.2 Unless otherwise agreed in writing by the Company, performance of the Services shall take place at the Customer's place of business.
- 4.3 Any dates specified by the Company for delivery of the Goods and/or performance of the Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery and/or performance, as applicable, shall be within a reasonable time.
- 4.4 The Services supplied under the Contract shall be provided by the Company to the Customer from the date of acceptance by the Company of the Customer's offer in accordance with condition 2.5, unless otherwise specified by the Company.
- 4.5 Subject to Condition 12, and unless the Company specifies that the Services shall not be provided on a repetitive basis, the Services shall be provided for such fixed period as the Company shall determine in advance.
- 4.6 Subject to the other provisions of these Conditions, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or performance of the Services (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.7 If for any reason the Customer fails to accept delivery of any of the Goods:
- (a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
  - (b) the Goods shall be deemed to have been delivered; and
  - (c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance);or
  - (d) sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods), charge the Customer for any shortfall below the price for the Goods.
- 4.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 4.10 The Company shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Site and that have been communicated to it under condition 4.11(e), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

- 4.11 With respect to any Services which the Company is to perform for the Customer, the Customer shall:
- (a) co-operate with the Company in all matters relating to the provision of the Services;
  - (b) provide the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with such uninterrupted access to the Site together with office accommodation, data and such other facilities as may be required by the Company, including but not limited to a mains electricity supply, switch gear, compressed air and pipework and the provision of all connections from the Customer's feed to the Goods;
  - (c) be responsible (at its own cost) for preparing and maintaining the Site in order to enable the Services to be provided in accordance with the Company's obligations hereunder and for reinstating the Site once performance of the Services has been completed;
  - (d) be solely responsible for ensuring the safety of any and all of the Customer's employees, invitees and licensees who are or may be present on the Site during the performance of the Services (both inside and outside normal business hours), including but not limited to restricting access to those areas of the Site where the Services are or are to be performed, to those individuals engaged in performing the Services, or providing assistance to those so engaged;
  - (e) inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the Site;
  - (f) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the provision of the Services, in all cases before the date on which the provision of the Services is to commence;
  - (g) effect and maintain appropriate insurance in an adequate amount with respect to all possible risks which may arise in connection with the deployment of any person engaged by the Company to perform the Services at the Site and shall, at the Company's request, provide such evidence of such insurance as the Company may reasonably require; and
  - (h) provide facilities at the Site for the off-loading and storage of any equipment, tools and clothing in a suitably secure, locked, dry, heated and illuminated storage space protected from theft and damage.
- 4.12 If the Company's performance of its obligations under the Contract is prevented, delayed, suspended or interrupted by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges, expenses or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 4.13 If the Company discovers, before or during the performance of the Services, problems at the Site which materially affect the Company's ability to perform the Services in accordance with the Company's standards at the price quoted, it shall be free to vary the price. Without limitation, any additional costs caused by any delay in the performance of the Services, or any suspension of performance, at the Site (for reasons beyond the control of the Company) e.g. industrial action, shall be treated as a variation to the Customer's original order and the Customer shall be liable for any such additional costs.
- 4.14 The Customer shall not, without the prior written consent of the Company, whether acting on the Customer's own account, on behalf of, or with any other person (including any person which the Customer directs to act on its behalf) , at any time from the date of the Contract to the expiry of 6 months after the last date of Supply of the Services, solicit or entice away from the

Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.

- 4.15 Any consent given by the Company in accordance with Condition 4.14 shall be subject to the Customer paying to the Company a sum equivalent to 15% of the then current annual remuneration of the Company's employee, consultant or subcontractor.

## **5. NON-DELIVERY**

- 5.1 The Company shall not be liable for any non-delivery of the Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received.
- 5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## **6. RISK/TITLE**

- 6.1 Risk in the Goods shall pass to the Customer when the Goods are delivered Ex-Works the Company's premises.
- 6.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Goods; and
  - (b) all other sums which are or which become due to the Company from the Customer on any account.
- 6.3 Until ownership of the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Company's bailee;
  - (b) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
- 6.4 The Customer's right to possession of the Goods shall terminate immediately if:
- (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an

administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(b) the Customer suffers or allows any execution, distress or diligence, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or a secured lender to the Customer takes any steps to obtain possession of the secured property or otherwise enforce its security, or the Customer ceases to trade; or

(c) the Customer encumbers or in any way charges any of the Goods.

6.5 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.6 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored or otherwise located, but in any event, and without limitation, hereby undertakes to secure full rights of access at any time to any such premises for the Company, its agents and employees in order to inspect the Goods, or, where the Customer's right to possession has terminated, (for any reason including, without limitation, the failure of the Customer to make full payment when due) to recover and to undertake any work required to remove them, notwithstanding that the Goods may be affixed or attached to any other goods or property.

## **7. PRICE**

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods and/or Services shall be the price determined by the Company at the time that the Contract comes into existence in accordance with Condition 2.5.

7.2 The price for the Goods and/or Services shall be exclusive of any value added tax.

7.3 The Customer shall pay to the Company any additional sums which, in the Company's sole discretion, are required as a result of the Customer's instructions or lack of instructions, or any other cause attributable to the Customer directly or indirectly, including, without limitation, any failure by the Customer to fulfil any obligation set forth in Condition 4.

7.4 Without prejudice to Condition 7.3, the Company may review and increase the price for any Services where the cost of such Services is difficult to predict in advance, provided that the Company gives the Customer written notice of any such increase.

## **8. PAYMENT**

8.1 The price for the Goods and/or Services shall become due and payable and shall be paid by the Customer to the Company pursuant to the provisions of this Condition 8.1.

8.1.1 For Goods comprised of complete machines:

(a) 30% of the Contract price shall be paid upon the date that the Contract comes into existence in accordance with Condition 2.5; and

- (b) 60% of the Contract price shall thereafter be paid either (i) prior to delivery of the Goods, or (ii) against shipping documents, at the Company's option; and
- (c) the 10% balance of the Contract price shall be paid within 30 days following (i) the Commissioning Date or (ii) the date occurring 14 days after delivery, whichever is earlier.

8.1.2 For Goods comprised of machine parts, the Contract price shall be paid in full within 30 days following delivery.

8.1.3 For Services, the Contract price shall be paid in full within 30 days of the relevant Company invoice therefor. The Contract price shall include labour charges but shall exclude the cost of any machine parts, unless otherwise agreed in writing by the Company.

- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 8.6 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 6% above the Bank of England base rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.7 Without prejudice to Condition 8.6, any failure by the Customer to pay the Company any sum by the due date for payment and/or the occurrence of any one or more of the events set forth in Condition 6.4 shall entitle the Company, at any time and without notice to the Customer and without limitation to any other remedy available to the Company under these Conditions, the Contract, or otherwise:
  - (a) To suspend or cancel the further delivery of any Goods and/or the performance of any Services, including, without limitation, stopping the delivery of any Goods in transit; and
  - (b) To treat the Contract as having been repudiated by the Customer; and
  - (c) To be paid the proceeds of any insurance coverage effected by the Customer pursuant to these Conditions.

## **9. WARRANTIES**

- 9.1 The Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.
- 9.2 The Company warrants that (subject to the other provisions of these Conditions):

- (a) on delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
  - (b) if the Customer has made it expressly known to the Company in the Customer's order that the Goods shall be suitable for a particular purpose and the Company has expressly stated in a written acknowledgment of order issued pursuant to Condition 2.5 that it will supply Goods suitable for that purpose, then the Goods shall, on delivery, be reasonably fit for the purpose so stated; and
  - (c) all machine parts (excluding proprietary items) shall, for a period of 6 months from the date of delivery, be free from any defects in materials and workmanship; and
  - (d) any Services will be performed with reasonable skill and care.
- 9.3 The Company shall not be liable for a breach of any of the warranties in Condition 9.2 unless:
- (a) the Customer gives written notice of the defect to the Company within 7 days of the time when the Customer discovers or ought to have discovered the defect; and
  - (b) the Company is given a reasonable opportunity after receiving the notice, of examining any Goods which the Customer has alleged to be defective and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.
- 9.4 The Company shall not be liable for a breach of any of the warranties in Condition 9.2 if:
- (a) the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect; or
  - (b) the Customer alters or repairs the Goods without the prior written consent of the Company; or
  - (c) the defect arises because the Customer failed to follow any oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
  - (d) the defect arises from any specification supplied by the Customer, or from fair wear and tear, wilful damage, negligence, abnormal working conditions or from any misuse of the Goods; or
  - (e) the full price for the Goods and/or Services has not been paid by the time for payment stipulated in Condition 8.1; or
  - (f) the defect is of a type specifically excluded by the Company by notice in writing.
- 9.5 Subject to Condition 9.3 and Condition 9.4, if any of the Goods and/or Services do not conform with any of the warranties in Condition 9.2:
- (a) the Company shall at its option repair or replace (but shall not, without limitation, install or re-install) any such Goods (or the defective part), or shall refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Customer shall, at the Company's expense, return the Goods or the part of such Goods which are defective to the Company. The Company shall, if it opts to replace the defective Goods, then deliver replacement Goods to the Customer at the Customer's premises (at the Company's expense), and ownership of the defective Goods shall, if it has vested in the Customer, re-vest in the Company; and
  - (b) the Company shall re-perform any Services which are proved to the reasonable satisfaction of the Company not to have been performed with reasonable skill and care, or at the Company's option, shall refund any monies already paid by the Customer for any such Services.
- 9.6 If the Company complies with Condition 9.5 it shall have no further liability for a breach of any of the warranties in Condition 9.2.



## **10. LIMITATION OF LIABILITY**

- 10.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of these Conditions;
  - (b) any use made of the Services, or use of, or resale by the Customer, of any of the Goods, or of any product incorporating any of the Goods; and
  - (c) any representation, statement or tortious act or omission, including negligence, arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982 ) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
  - (b) under section 2(3), Consumer Protection Act 1987; or
  - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - (d) for fraud or fraudulent misrepresentation.
- 10.4 Subject to Condition 10.2 and Condition 10.3:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
  - (b) the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever or howsoever caused, which arise out of or in connection with the Contract.

## **11. INDEMNITY**

The Customer shall hold the Company harmless and keep the Company indemnified in full (and shall effect and maintain insurance in an adequate amount on an all risks basis) and shall be liable to pay to the Company, on demand, all reasonable costs, charges, losses or expenses (including legal and other professional fees and expenses) sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those losses arising from injury to or the death of any person and loss of opportunity to deploy resources elsewhere), arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of, or breach of, any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.

## **12. TERMINATION**

- 12.1 Without prejudice to any other available rights or remedies, the Contract may be terminated immediately upon written notice from the Company to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
  - (b) the Customer commits a recurring or material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of receipt of written notice of the breach from the Company; or
  - (c) any of the events set forth in Condition 6.4 occurs or seems, in the reasonable opinion of the Company, likely to occur; or
  - (d) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 12.2 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt; and
  - (b) the accrued rights and liabilities of the Company as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 12.3 On termination of the Contract (however arising), Conditions 9-12 shall survive and continue in full force and effect.

## **13. ASSIGNMENT AND SUBCONTRACTING**

The Company, but not the Customer, may assign the Contract or any part of it to any person, firm or company and may subcontract any or all of its obligations under any part of the Contract.

## **14. FORCE MAJEURE**

The Company reserves the right to defer the date of delivery and/or performance, or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Customer (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## **15. GENERAL**

- 15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

- 15.2 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 15.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly unenforceable or unreasonable it shall to the extent of such unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.
- 15.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.