

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

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

Commencement Date: has the meaning given in: Clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.7.

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

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).]

Delivery Location: has the meaning given in clause 4.1.

Force Majeure Event: has the meaning given to it in clause 17.

Goods: the goods (or any part of them) set out in the Order and / or any Goods Specification which may include Supplier manufactured systems and spare parts and third party manufactured systems and spare parts (as applicable and as set out in the Order).

Goods Specification: any specification for the Goods, including any relevant plans or drawings that are agreed in writing by the Customer and the Supplier and including the "technical acknowledgement" provided by the Supplier to the Customer.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future 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, the Customer's written acceptance of the Supplier's quotation, the email order or telephone order made by the Customer as recorded on the Supplier's systems and confirmed in writing by the Supplier, as the case may be.

Services: the services supplied by the Supplier to the Customer as set out in the Order and / or any Service Specification which may include installing and commissioning / sign off of the Lanemark manufactured systems, provision of consultancy to customers (in respect of applicable systems and design of the same, and in terms of training of installed and commissioned systems) and on-site support and maintenance services (as applicable) and any materials created or provided by the Supplier in the course of the Services.

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

Supplier: Lanemark Combustion Engineering Limited registered in England and Wales with company number 05471903.

Supplier Materials: has the meaning given in clause 9.1.8.

1.2 Interpretation:

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



A reference to a party includes its personal representatives, successors and permitted assigns.

Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to **writing** or **written** includes email but not fax.

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 Customer's order shall only be deemed to be accepted by the Supplier on the earlier of the Supplier:

2.2.1 confirming the order in writing; or

2.2.2 commencing performance of the Services and/or delivery of the Goods,

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, representation, assurance or warranty 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 catalogues 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.

2.6 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 unless otherwise agreed between the parties in writing.

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 the Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or 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. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. DELIVERY OF GOODS

4.1 Unless otherwise agreed between the parties in writing, the Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) within a reasonable time after the Supplier notifies the Customer that the Goods are ready.

4.2 Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location.

4.3 Any dates quoted for delivery of the Goods shall be estimates only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods 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 Goods.

- 4.4 If the Customer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions at the time stated for delivery, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.4.1 the Supplier (or a third party appointed by the Supplier) may store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
 - 4.4.2 the Supplier may resell or otherwise dispose of part or all of the Goods and, provided that the Customer has paid for the Goods in full, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.5 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 Subject to clauses 5.2 and 5.3, the Supplier warrants that for the duration of the Warranty Period (as defined below) the Goods shall:
- 5.1.1 conform in all material respects with their description and any applicable Goods Specification; and
 - 5.1.2 be free from material defects in design, material and workmanship.
- 5.2 For the purposes of this Contract and unless otherwise agreed between the parties in writing, Warranty Period means:
- 5.2.1 12 months from the date of delivery (where the relevant Goods are delivered but not installed by the Supplier); or
 - 5.2.2 the sooner of 14 months from the date of delivery or 12 months from the date of installation (where the Goods are both delivered and installed by the Supplier).
- 5.3 The warranty under clause 5.1 only applies to the Goods which are manufactured by the Supplier and does not apply to the Goods which are manufactured by a third party. Where the Goods are manufactured by a third party, the Supplier shall use its reasonable endeavours to pass on to the Customer the benefit of such manufacturer's warranty or guarantee as is given by the manufacturer to the Supplier in respect of such Goods.
- 5.4 Subject to clause 5.5, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
- 5.4.1 the Customer gives notice in writing during the warranty period within five working days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.4.2 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 5.4.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost.
- 5.5 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- 5.5.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.4;
 - 5.5.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions (including in any technical order acknowledgement and / or manual) as to the storage, handling, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - 5.5.3 the defect arises as a result of the Supplier following any instructions, drawing, design or Goods Specification supplied by the Customer;
 - 5.5.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.5.5 the Goods have been improperly installed, commissioned or connected by someone other than the Supplier, its authorised representatives, employees or contractors;

5.5.6 the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions; or

5.5.7 the Goods differ from their description and / or any applicable 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 to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.7 Subject to clause 5.8, the terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.8 The warranty set out in clause 5.1 shall apply to any replacement Goods from the date of such replacement but shall not apply to any repaired Goods. For the avoidance of doubt, such repaired Goods shall have the benefit of the warranty and Warranty Period that applied to the relevant Goods before they were repaired.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery or, if the Customer fails to take delivery of the Goods, the time when the Supplier has attempted to tender delivery of the Goods.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for:

6.2.1 the Goods; and

6.2.2 any other goods and Services that the Supplier has supplied to the Customer in respect of which payment has become due,

in which case title to the Goods shall pass at the time of payment of all such sums..

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.4; and

6.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1 it does so as principal and not as the Supplier's agent; and

6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.4, then, without limiting any other right or remedy the Supplier may have:

6.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

6.5.2 the Supplier may at any time:

(a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(b) 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. RETURNS

- 7.1 Except in the case of any faulty or defective Goods, the Customer shall only be permitted to return the Goods to the Supplier at the Supplier's sole discretion and in accordance with this clause 7.
- 7.2 If the Customer wishes to return the Goods to the Supplier, it must first contact the Supplier and obtain the Supplier's written agreement and a returns number.
- 7.3 The Customer is responsible for paying any carriage and insurance costs connected with the return of the Goods to the Supplier and any returned Goods must be accompanied by a packing note, stating the invoice number and date, together with the reason for return, the name of the representative at the Supplier who authorised the return and the returns number provided by the Supplier.
- 7.4 The Customer may (at the Supplier's discretion) be liable to pay a restocking charge of 20% of the price of the applicable Goods.
- 7.5 The Supplier shall only refund the price of the Goods if the returned Goods are (in the Supplier's reasonable opinion) in a good and saleable condition and (where applicable) returned in their original packaging. In the event that the returned Goods, in the reasonable opinion of the Supplier, are not in a good and saleable condition and/or in their original packaging, the Supplier may return such Goods to the Customer and charge the Customer for any additional packaging, insurance and carriage costs incurred by the Supplier.
- 7.6 Except in the case of faulty or defective Goods, the Customer shall have no right to return any Goods which are made-to-measure, bespoke or ordered to special requirements of the Customer.

8. SUPPLY OF SERVICES

- 8.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 8.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in 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.

- 8.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

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

9. CUSTOMER'S OBLIGATIONS

- 9.1 The Customer shall:
 - 9.1.1 ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
 - 9.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 9.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 9.1.4 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 complete and accurate in all material respects;
 - 9.1.5 prepare the Customer's premises for the supply of the Services and ensure such premises meets any special requirements notified by the Supplier to the Customer;
 - 9.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 9.1.7 comply with all applicable laws, including health and safety laws;
 - 9.1.8 keep 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; and
- 9.1.9 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 9.2 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):
- 9.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall 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 in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 9.2.2 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 9.2; and
- 9.2.3 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 including where a Force Majeure Event is suffered by the Customer.
- 9.3 The Supplier reserves the right to charge the Customer for any costs, losses or expenses reasonably incurred by the Supplier where the Supplier's performance of any of its obligations under the Contract is directly or indirectly prevented or delayed by any act or omission of any third party.
10. **CHARGES AND PAYMENT**
- 10.1 The price for the Services and the Goods shall be the Supplier's quoted price or, if no price is quoted, the price set out in the Supplier's published price list and / or time and materials rates as at the date of performance of the Services and/or delivery of the Goods. The price for Goods shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods.
- 10.2 The Supplier reserves the right to increase the price of the Services and / or the Goods, by giving notice to the Customer at any time before performance of the Services and / or delivery of the Goods, to reflect any increase in the cost of the Services and / or Goods 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 labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), Delivery Location, quantities or types of Goods ordered, the Goods Specification, the Services Specification, performance dates, and / or the nature or extent of the Services; or
- (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods and / or Services.
- 10.3 Unless otherwise specified in the Order, the Supplier shall invoice the Customer for the Services on or at any time after completion of the Services provided that, where the Supplier has only been able to partially complete the Services, the Supplier reserves the right to raise interim invoices in respect of that part of the Services completed.
- 10.4 In respect of Goods, unless otherwise specified in the Order, the Supplier shall invoice the Customer on or at any time after completion of delivery or, if the Customer fails to take delivery of the Goods, the time when the Supplier has attempted to tender delivery of the Goods.
- 10.5 The Customer shall pay each invoice submitted by the Supplier:

10.5.1 within 30 days of the date of the invoice or as otherwise agreed between the parties in writing; and

10.5.2 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.

10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect 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.

10.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 15 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

11.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

12. DATA PROTECTION

Both parties will comply with all applicable requirements of the Data Protection Legislation.

13. CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time during the Contract, and for a period of ten years after termination of the Contract, disclose to any person any confidential information concerning the business, products affairs, customers, clients or suppliers of the other party or all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature, except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

13.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this 13; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

14.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

14.1.1 death or personal injury caused by negligence;

14.1.2 fraud or fraudulent misrepresentation; and

14.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and

Services Act 1982 (title and quiet possession).

14.2 Subject to clause 14.1:

14.2.1 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 in no circumstances exceed the price paid for the Goods and/or Services under the Contract the subject of the claim.

14.2.2 the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of contracts, loss of anticipated savings or any indirect or consequential loss arising under or in connection with the Contract;

14.2.3 the Customer acknowledges that if it has the benefit of a warranty in respect of the Goods manufactured by a third party from that third party, the carrying out of the Services may affect the Customer's rights under that other warranty. The Customer will be deemed to have checked the terms of any such warranty before instructing the Supplier to carry out the relevant Services. The Supplier will not be held liable by the Customer for the effect of the Services on any other warranty the Customer may have.

14.3 All warranties, conditions, descriptions or representations, implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

14.4 This clause 14 shall survive termination of the Contract.

15. TERMINATION

15.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

15.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 15 days after receipt of notice in writing to do so;

15.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

15.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

15.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

15.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

15.2.2 there is a change of control of the Customer.

15.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

15.4 Without affecting any other right or remedy available to it, the Supplier may terminate the

Contract by giving the Customer not less than 14 days' written notice.

16. CONSEQUENCES OF TERMINATION

16.1 On termination of the Contract:

16.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods 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;

16.2 the Customer shall return all of the Supplier Materials or Goods 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.

16.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, 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.

16.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

17. FORCE MAJEURE

17.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including weather conditions that in the reasonable opinion of the Supplier make it unsafe or unreasonable to carry out the Services, 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.

17.2 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.

17.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 6 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.

18. GENERAL

18.1 **Assignment and other dealings.** The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

18.2 **Notices.** Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service or e-mail. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause 18.2; 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; or, if sent by e-mail, one business day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.3 **Severance.** 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 18.3 shall not affect the validity and enforceability of the rest of the Contract.

- 18.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 18.6 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 18.7 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 18.8 **Governing law and Jurisdiction.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.