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**MINT PROJECTS LTD
TERMS AND CONDITIONS FOR
THE SUPPLY, INSTALLATION OF
GOODS AND SERVICES**



Contracting in Caring Environments

These Terms 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.

Business Day:

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

Company:

Mint Projects Limited a company incorporated in England and Wales company number 078 55 411 with a registered address at 115 Crosland Rd, Oakes, Huddersfield HD3 3PW

Contract:

means the contract between the Company and the Customer for the sale and purchase of the Goods. Installation and Services in accordance with these Terms.

CDM Regulations:

means the Construction (Design & Management) 2015.

Components:

any items not specifically manufactured to Customer requirements (e.g. off shelf stock items) and supplied by the Supplier.

Conditions:

means the terms and conditions set out in this document as amended from time to time in accordance with clause 13.5.

Contract:

means the contract between the Supplier and the Customer for the sale and purchase of the Goods and / or services in accordance with these Conditions.

Customer:

the person or firm who purchases the Goods and Services, Installation from the Company.

Delivery Location:

means the address as stated in the Order.

Force Majeure Event:

an event or circumstance beyond a party's reasonable control.

Goods: the goods (including any instalment or any part of them and any replacement parts supplied as part of the Services) set out in the Order.

Installation Services:

means the services associated with the supply and installation of the Goods.

Intellectual Property Rights:

means patents, rights to inventions, copyright 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 in or associated with the Goods.

List Price:

means the latest price document available from time to time.

Order:

means the Customer's purchase order and/or any request from the Customer or its authorised representatives for the supply of Goods and/or Services.

Price:

means the price of the Goods and/or the charge for the Services, Installation as stated in the List Price or Quotation.

Quotation:

means the invitation to treat delivered to the Customer in response to an enquiry.

Rectification Services:

are services whereby the Company attends a Customer's premises to rectify any issues with the installation and/or operation of the Goods.

Services:

means the services (if any) described in the Order which may include Installation Services and/or Rectification Services as appropriate.

Specification:

includes any specification, including any related plans, drawings and data in relation to the Goods or Services.

Terms:

means the standard terms and conditions of sale set out in this document and (unless context otherwise requires) includes any special terms agreed in writing between the Company and the Customer (as amended from time to time).

1.2 In these Terms:

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

(b) 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.

(c) a reference to writing or written includes emails.



Registered Address: 4 The Office Campus
Paragon Business Park Wakefield WF1 2UY
Registered in England No. 078 55 411
VAT No. 131 1580 55

Mint Projects Limited
4 The Office Campus
Paragon Business Park
Wakefield WF1 2UY
T: 01924 588820
E: info@mintp.co.uk
W: mintp.co.uk

2. Basis of Contract

- 2.1** The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Terms. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.2** These Terms shall be incorporated into the Contract between the Company and the Customer to the exclusion of any other terms and conditions stipulated or referred to by the Customer. Any dealings with the Company following receipt by the Customer of notice of these Terms will automatically be deemed acceptance thereof and the basis for all future contracts unless expressly stated otherwise in writing.
- 2.3** A Quotation for Goods and/or Services given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.
- 2.4** Any statements or representations of whatever kind and however made including but not limited to those as to weights, measurements, power consumption, performance, descriptions, details of design, prices and charges and whether contained in drawings, floor plans, catalogues, advertisements, brochures, photographs, descriptive materials, verbal representations or otherwise are approximate only and shall have no contractual force.

3. Samples and Description

- 3.1** The provision by the Company of samples for analysis by the Customer or the inspection of samples by the Customer will not render any sale, a sale by sample.
- 3.2** No guarantee or warranty is given that supplies will correspond exactly to the description or sample and the use of any description or sample will not constitute the Contract as a sale by description or sample or a sale by sample and description.

4. Delivery of Goods

- 4.1** The Company shall ensure that:
The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after the Company notifies the Customer that the Goods are ready.
- 4.2** The Company will use reasonable endeavours to deliver the Goods by the agreed date in the Order and in any event within a reasonable period.
- 4.3** Delivery is completed on the completion of the Goods being delivered at the Delivery Location.
- 4.4** Any dates quoted for delivery are approximate only, and the time of delivery shall not be of the essence.
- 4.5** If the Company fails to deliver the Goods, its liability shall be limited to the Price of the Goods. The Company 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 Company with adequate delivery instructions or any other instructions that are relevant to the delivery of the Goods.
- 4.6** If the Customer fails to take or accept delivery of the Goods within 10 Business Days of Company notifying the Customer that the Goods are ready, then, except, where such failure or delay is caused by a Force Majeure Event or Company's failure to comply with its obligations under the Contract:
- (a)** Delivery of the Goods shall be deemed to have been completed at 09:00am on the third Business Day after the day on which Company notified Customer that the Goods were ready; and
- (b)** Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7** If 10 Business Days after the day on which Company notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, Company may resell or otherwise dispose of part or all of the Goods.
- 4.8** Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.9** Any failure by the Customer to take delivery in respect of one or more instalments of Goods will entitle the Company to treat the Contract as repudiated by the Customer.
- 16. General, The Company, TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, INSTALLATION AND SERVICES**
- 4.10** The Company may, in its sole discretion, accept Goods returned only if agreed in writing in advance and a restocking policy will apply to all Goods. Stock items returned in a saleable condition are subject to 50% restocking charge to cover handling and administration costs. Goods returned that are deemed by the Company not to be: in a resalable condition, non-stock goods, or goods made to specific customer requirements are subject to payment in full.
- 4.11** The Customer must notify the Company in writing on 7 days' notice of any Goods that are to be returned. All returns shall be at the Customer's sole expense and must be returned within 28 days of the initial delivery, otherwise payment in full shall be due.
- 4.12** Any Goods to be returned pursuant to clauses 4.10 and 4.11 remain the full responsibility of the Customer until the Company confirms safe receipt of the Goods.
- 4.13** Where the Customer arranges and agrees with the Company to collect the Goods from the Company's premises, the entry of any vehicle of the Customer, including its employees and agents, on to the Company's premises will be at the sole risk of the Customer or its agent save to the extent that any claim arises from the Company's negligence resulting in personal injury or death.

5. Performance of Services

- 5.1** The Company shall supply the Services to the Customer in accordance with the Specification or as agreed between the parties in all material respects.
- 5.2** The Company shall perform the Services using reasonable skill and care.
- 5.3** In the event that the Company provides any Rectification Services, it may in its sole discretion, determine any relevant charges to be paid by the Customer in respect of such services which shall be notified to the Customer.
- 5.4** Upon completion of the Installation Services and/or the Rectification Services the Customer (or its authorised representative) shall sign the Company's service sign off sheet (or other form as provided by the Company) to accept completion of the relevant services and to accept the responsibility for all charges and expenses which may arise thereafter.
- 5.5** Any dates set out in the sales order acknowledgement or as otherwise stated by the Company shall be estimates only and time shall not be of the essence for performance of the Services.
- 5.6** The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or **health & safety requirement**, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 5.7** Delay/Cancellation of installation of product or services by the Customer.
- Delay.** When a project is delayed by the Customer with LESS than five business days notice of the intended installation date. The Company shall charge any related travel time, fuel costs incurred, associated costs, accommodation, out of pocket expenses and one day loss of earnings per man and a one off administration charge of **£150**. When a project is delayed by the Customer with MORE than three business days notice of the intended installation date. The Company shall charge any related accommodation, out of pocket expenses and a one off administration charge of **£150**.
- Cancellation.** When a project is cancelled by the Customer at a time where the engineer/engineers have to stand down at a time that they can not be redirected to other works, the Company shall charge for that allocated time by the number of engineers.
- When a project is cancelled by the Customer with LESS than three business days notice of the intended installation date. The Company shall charge any related travel time, fuel costs incurred, associated costs, accommodation, material costs, out of pocket expenses and three days loss of earnings per man.
- When a project is cancelled by the Customer MORE than three business days notice of the intended installation date. The Company shall charge any related accommodation, out of pocket expenses, materials and a one off administration charge of **£150**.

6. Customers Goods

- 6.1** The Customer shall prior to the delivery of the Customer Goods at the Company's premises provide the Company with a comprehensive stock valuation of the Customer Goods which are delivered pursuant to an Order.
- 6.2** The Customer Goods shall at all times remain the property of the Customer, and the Company shall have no right, title or interest in or to the Customer Goods (save the right to possession and use of the Customer Goods subject to this clause 6).
- 6.3** The risk of loss, theft, damage or destruction of the Customer Goods shall pass to the Company on the Company's receipt of the Customer Goods at the Company's premises. The Customer Goods shall remain at the sole risk of the Company during the period which the Customer Goods are in the possession, custody or control of the Company (Risk Period) until such time as the Customer Goods are redelivered to the Customer or collected by the Customer. During the Risk Period, the Company shall, at its own expense, obtain and maintain insurance for the Customer Goods to a value not less than its full replacement value (in accordance with the Customer's stock valuation (as notified to the Company from time to time) against all usual risks of loss, damage or destruction by fire, theft or accident.
- 6.4** The Company shall notify the Customer within a reasonable time of any cancellation or material change to the insurance policy.
- 6.5** The Company shall give written notice to the Customer in the event of any loss, accident or damage to the Customer Goods arising out of or in connection with the Company's possession or use of the Customer Goods.

- 6.6 The Company shall, on reasonable demand, supply copies of the relevant insurance policies to confirm the insurance arrangements.
- 6.7 The Company shall ensure that the Customer Goods are kept at the Company's premises, and used only for the purpose of supplying the Services.
- 6.8 The Company shall take reasonable care of all Customer Goods in its possession and shall make them available for collection by the Customer on reasonable written notice and request. In the event that the Company redelivers the Customer Goods to the Customer's premises, the Customer shall be responsible for all costs and expenses incurred by Company in connection with re-delivery.
- 6.9 If the Customer fails to collect or take delivery of the Customer Goods within 5 Business Days of being notified, the Company reserves the right to charge the Customer in respect of all storage costs and insurance costs on a daily basis until such time as the Customer Goods are redelivered or collected.

7. Title and Risk

- 7.1 In respect of Goods supplied in the UK the risk in and responsibility for the Goods shall pass to the Customer on the completion of delivery at the Delivery Location unless the Goods are collected by the Customer from the Company's premises, in which case the risk in and responsibility for the Goods shall pass to the Customer at the point of collection. For the supply of any Goods internationally (outside of the UK) the risk in and responsibility for the Goods shall pass to the Customer on an Ex Works basis (Incoterms 2010) unless otherwise stated by the Company.
- 7.2 Title to the Goods shall not pass to the Customer until:
- (a) the Company receives payment in full (in cash or cleared funds) for the Goods; or
 - (b) all other sums that are due to the Company from the Customer for the sales of Goods in which case title to these Goods shall pass at the time of payment for all such sums; or
 - (c) the Company serves on the Customer written notice specifying that title in the Goods has passed.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall hold the Goods as bailee and shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - (b) not remove, deface or obscure any identifying mark or packaging relating to the Goods;
 - (c) maintain and adequately store the Goods in satisfactory condition;
 - (d) each Good shall be insured for an amount at least equal to its List Price or Quotation price and any proceeds of the insurance policy shall be held on trust for the Company in a separate account in the joint names of the Company and the Customer. The Customer shall not mix the insurance proceeds with any other money or pay the proceeds into an overdrawn bank account. The Customer shall account to the Company for the proceeds accordingly and make good any shortfall in the amount due to the Company.
 - (e) notify Company immediately if it becomes subject of any of the events listed in clause 14.1; and
 - (f) give Company such information relating to the Goods as Company may require from time to time.
- 7.4 The Customer may resell (but may not deal in any other way with) the Goods to a third party and pass good title to that third party on the following terms:
- (a) the sale is in the ordinary course of the Customer's business; and
 - (b) the Customer holds the proceeds of any resale on trust for the Company in a separate account in the joint names of the Company and the Customer and does not mix them with any other money or pay the proceeds into an overdrawn bank account.
- The Customer shall account to the Company for the proceeds accordingly and shall make good any shortfall in the amount due to the Company. MINT PROJECTS Limited TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, INSTALLATION AND SERVICES
- 7.5 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 14.1, then without limiting any other right or remedy Company may have, it may at any time:
- (a) require the Customer to deliver up all Goods in its possession that 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 to recover them and for this purpose the Customer irrevocably grants and unconditional licence to the Company and its agents and employees to enter the Customer's premises and (to the extent the Customer is able to grant such licence) the Delivery Location.
- 7.6 The Customer shall register any necessary charge over money or Goods and take such other steps as are necessary to give effect to this clause 7 at the request of the Company.

8. Prices and Payment

- 8.1 The Price of the Goods and the Services shall be as stated in the Quotation unless otherwise stated.
- 8.2 The Price of the Goods and Services which shall be payable by the Customer:
- (a) excludes amounts in respect of value added tax (VAT) (or equivalent sales tax), sales, withholding or other tax (other than income tax to which the Company may be subject) which shall be added to the relevant invoice; and
 - (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 8.3 The Company may invoice the Customer on or at any time after the dispatch of the Goods from the Company's premises or the substantial performance of the Services save that where delivery or performance has been postponed at the request or by the default of the Customer then the Company may submit its invoice for the Goods at any time after the Goods are ready for delivery or would have been ready for delivery in the ordinary course but for the Customer's request or default any may forthwith upon any such postponement invoice the Customer for all Services performed up to that date without prejudice to any other right or remedy of the Company.
- 8.4 The Company may invoice the Customer for the Goods 5 Business Days after the Company has notified the Customer that the Goods are available for delivery where the Customer has failed to take delivery and/or has failed to provide sufficient instructions to the Company to enable delivery to take place.
- 8.5 If Goods are delivered in instalments the Company may invoice each instalment separately for part of the Price and the Customer shall pay the invoice in accordance with these Terms.
- 8.6 All payments made to the Company shall be in pounds sterling (unless another currency has been agreed) using the payment details stipulated within the Company's invoice.
- 8.7 Proforma payment is required for all new Customers.
- (a) Proforma payment required where the amount is greater than the agreed credit limit with the Customer.
 - (b) All orders totalling £10,000 and above require an initial payment of 50%, followed by 25% payment when goods are ready for despatch, the final 25% balance payment due on completion or agreed terms following completion.
 - (c) Where agreed credit limits are in place, the Customer shall pay the invoice in full and in cleared funds within 30 days of the invoice being raised.
- 8.8 If the Customer fails to make any payment due to Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
- 8.10 Where the Customer fails to make any payment due to Company under the Contract by the due date for payment, Company reserves the right to suspend delivery of the Goods and performance of the Services until all payments are paid in full. If such payment remains in arrears for a reasonable period of time, such period to be determined by the Company in its sole discretion, after a written demand from Company to the Customer, then the Company shall have the right to cancel the Contract without prejudice to all Company's rights to recover any monies then due and owing to Company from the Customer.
- 8.11 Where the customer requests additional works or a variation to the works specified within there purchase order, there will be an administration charge of £25.00 for every additional works and variations up to the sum of £200.00 and 9% of the additional works and variations over £200.00.

9. Warranties

- 9.1 The Company warrants that for a period of 12 months (unless an extended warranty period is notified to the Customer by the Company) from the date of delivery, the Goods supplied to the Customer by the Company under the Contract shall:
- (a) conform to the in all material respects with the Specification;
 - (b) be free from defects in design, material and workmanship and remain so for 12 months after Delivery; and
 - (c) comply with all applicable statutory and regulatory requirements.
- 9.2 Subject to clause 9.4, if:
- (a) the Customer gives notice in writing to the Company during the warranty period, promptly after discovery that some or all of the Goods do not comply with the warranties set out in clause 9.1;

(b) the Company is given a reasonable opportunity of examining such Goods; and

(c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost, the Company shall, at its option, repair or replace any Goods that are found to be defective, or refund the price of such defective Goods in full.

9.3 The Company shall not be liable for Goods' failure to comply with the warranties set out in clause 9.1 if:

(a) the Customer makes any further use of such Goods after giving notice of defects in accordance with clause 9.2;

(b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of the Company following any drawing, design or Specification supplied by the Customer;

(d) the Customer alters or repairs such Goods without the written consent of the Company;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

9.4 The Company's only liability to the Customer if the Goods fail to comply with the warranties set out in clause 9.1 is as set out in this clause 9. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

9.5 All other terms, warranties, or conditions as to the quality, description, fitness for purpose or otherwise (whether express or implied, statutory or otherwise) are excluded to the fullest extent permitted by law save as set out in clause 9.

9.6 The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior consent of the Company.

10. Intellectual Property Rights

10.1 The Customer acknowledges that:

(a) the Intellectual Property Rights are the Company's (or its licensor's) property;

(b) nothing in the Contract shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights. The Company asserts its full rights to control the use of its trade marks within the EEA and the Customer shall assist the Company as required in preventing parallel importers from diluting the Company's rights; and

(c) any reputation in any trade marks affixed or applied to the Goods shall accrue to the sole benefit of the Company or any other owner of the trade marks from time to time.

10.2 The Customer shall not repackaging the Goods and/or remove any copyright notices, confidential or proprietary legends or identification from the Goods save for any removal which is a necessary result of repackaging or a manufacturing process of which the Company has been previously notified in writing by the Customer.

10.3 The Customer shall not use (other than pursuant to the Contract) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Company owns or claims rights in anywhere in the world. (a) procure for the Customer the right to continue using the Goods; or The Company, TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, INSTALLATION AND SERVICES

10.4 If at any time it is alleged that the Goods infringe the rights of any third party or if, in the Company's reasonable opinion, such an allegation is likely to be made, the Company may at its option and its own cost:

(a) procure for the Customer the right to continue using the Goods; or

(b) repurchase the Goods at the price paid by the Customer, less depreciation at the rate the Company applies to its own equipment.

10.5 The Customer shall promptly and fully notify the Company of:

(a) any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and

(b) any claim by any third party that comes to the Customer's notice that the sale or advertisement of the Goods infringes the rights of any person.

10.6 The Customer agrees (at the Company's request and expense) to do all such things as may be reasonably required to assist the Company in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 10.5.

10.7 In the event of any claim, proceeding or suit by a third party against the Customer alleging an infringement of any Intellectual Property Right connected with the Goods, the Company shall defend the Claim at the Company's expense, subject to:

(a) the Customer promptly notifying the Company in writing of any such claim, proceeding or suit; and

(b) the Company being given sole control of the defence of the claim, proceeding or suit, and provided that the Company shall not be liable for infringements to the extent that they arise out of or in connection with modifications to the Goods made by anyone except the Company or its authorised representative, or out of use or combination of the Goods with products or third party materials not specified or expressly approved in advance in writing by the Company, or where the claim, proceeding or suit arises from the Company's adherence to the Customer's requested changes to the Specification or from infringing items of the Customer's origin, design or selection.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.

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

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

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

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. Limitation of Liability

12.1 Nothing in these Terms shall limit or exclude Company's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; or

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

12.2 Subject to clause 12.1:

(a) the Company 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 contracts, loss of business opportunity, loss of goodwill, loss of production, increased costs of labour and/or materials or damage to property, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the Company's total liability to the Customer in respect of all 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 of the Goods and/or any Services.

13. Assignment

13.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights and obligations under the Contract.

13.2 The Customer may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights and obligations under the Contract without the prior written consent of Company.

14. Termination

14.1 Without limiting its other rights or remedies, Company may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to approve any plans, Specifications or other matter submitted to the Customer for such approval, but without prejudice to any other rights or remedies which the Company may have against the Customer;

(b) the Customer fails to agree a date for delivery which is necessary for the Company to ensure compliance with the Customer's programme (if any);

(c) the Customer fails to take delivery of the Goods when required;

(d) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(e) the Customer 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(f) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(g) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.2 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 14.1(a) to clause 14.1(d), or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

14.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

14.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

14.5 Any termination of the Contract, howsoever arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

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16.7 If information comes to the Company's notice that indicates, in the reasonable opinion of a director of the Company, that the Customer is unlikely to be able to discharge its financial obligations under the contract, the Company reserves the right to rescind the contract and shall not be liable to make any payment by way of compensation or damages.

15. Force Majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event (an event or circumstance beyond a party's reasonable control). If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Contract by giving 7 Business Days written notice to the affected party.

16. General

16.1 Entire Agreement:

(a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16.2 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.3 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; nor prevent or restrict the further exercise of that or any other right or remedy.

16.4 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 shall not affect the validity and enforceability of the rest of the Contract.

16.5 Notices:

(a) Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

(b) A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause

16.5(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.6 Third Party Rights. No one other than a party to the Contract shall have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

16.7 Import and export Licences. The Customer is responsible for obtaining, at its own cost, such import licences, export licences and other consents in relation to the Goods as are required from time to time and, if required by the Company, the Customer shall make those licences and consents available to the Company prior to the relevant shipment.

16.8 Governing Law. 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 and construed in accordance with the law of England and Wales. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to these Terms.

16.9 Jurisdiction:

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

(b) Nothing in clauses 16.8 or 16.9 shall limit the right of the Company to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the Company from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.