

TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In these Conditions the following expressions shall have the following meanings:

“Additional Items” means the following where incurred:

- 1.1.1 packaging costs.
- 1.1.2 any taxes (including value added tax), duties or other charges levied by any governmental or other authority in respect of or by reason of the sale, delivery, export or import of the Products or any part thereof but excluding taxes assessed on profits or gains;
- 1.1.3 Application Support (if any);
- 1.1.4 transportation costs.
- 1.1.5 insurance in relation to freight.
- 1.1.6 storage costs under Clause 6.6; and
- 1.1.7 the cost of samples under Clause 3.9.

“Application Support” means any works and services provided by the Seller in conjunction with the sale of Products.

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

“Condition(s)” means these terms and conditions as amended from time to time

“Connected Products” means all equipment not sold by the Seller but connected (directly or indirectly) or used in conjunction with the Products.

“Contract” means the quotation, these Conditions, and any other document incorporated in a contract between the Seller and the Customer.

“the Customer” means any person receiving a quotation from and/or placing an order with the Seller.

“Delivery Period” means three months after the estimated delivery date.

“Finished Products” means any Products or Raw Materials which have been processed by the Seller.

“Force Majeure Event” means an event beyond the reasonable control of the Seller including but not limited to failure of raw material, inability to obtain sufficient labour or sufficient skilled labour, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party 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 or unavailability of plant or machinery, fire, flood, storm or default of suppliers or subcontractors;

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

“Products” means all and every item of goods or part thereof supplied by the Seller including (where relevant) Finished Products.

“Raw Materials” means polymers supplied by the Customer to the Seller in relation to any Services.

“Seller” means Matrix Polymers Limited registered in England Wales with company number **02626784** and its registered office is **The Priory Orchard Hill, Little Billing, Northampton, Northamptonshire, United Kingdom, NN3 9AG (with VAT number GB 747882283)**. Any reference to the acknowledgement, consent, authority or agreement of the Seller shall mean acknowledgement, consent, authority or agreement in writing signed by a director of the Seller.

“Services” means any toll processing or manufacturing services supplied by the Seller to the Customer in respect of any Products or Raw Materials.

“Specification” means the description of the Products and/or Services as agreed between the Customer and the Seller in a functional specification.

“Warranty Period” means one month from the date of delivery.



- 1.2 In these Conditions, the following rules apply:
- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns.
 - 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
 - 1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.2.5 a reference to **writing or written** includes faxes and e-mails.

2 BASIS OF CONTRACT

- 2.1 These Conditions apply to all Contracts for the sale of Products or the provision of Services by the Seller and supersede any previous conditions of sale published by the Seller. No additions or modifications to or terms or conditions inconsistent with these Conditions shall be binding upon the Seller unless agreed by the Seller in a document expressly referring to a modification, alteration, variation or addition of or to the relevant Condition(s).
- 2.2 All brochures, catalogues, price lists, samples, particulars of dimensions and other advertising or descriptive material submitted to the Customer are intended to be approximate only and to give a general impression of the Products and Services. Unless expressly incorporated the same shall not form part of the Contract. The Seller reserves the right to make minor alterations to the design specification or construction of the Products or Services without prior notification to the Customer.
- 2.3 Any advice or recommendation given by the Seller or its employees or agents to the Customer or its agents or employees as to the storage, application or use of the Products is followed or acted on entirely at the Customer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.4 The Customer shall be responsible for complying with any legislation or regulations (of the United Kingdom or any other country) governing the export and import of the Products into the country of destination (and any other country through which the Products pass in transit) and for the payment of any duties thereon. The Customer shall fully indemnify the Seller against any fines, penalties, costs, claims, damages, losses and the expenses suffered by the Seller as a result of the Customer failing to comply with this Clause 2.4.
- 2.5 If the Contract requires the Seller to purchase additives or pigments or master batches in quantities exceeding the amount needed to complete the Contract and the Customer does not make a repeat order to use up the excess quantity within three months of the invoice date of the first order using that quantity, the Customer shall on demand pay the cost price to the Seller in respect of the excess quantity.
- 2.6 It is understood and agreed that the Seller has no special knowledge of the Customer's operations and requirements concerning the Products or the Services and the Customer agrees that the Products and/or Services are purchased on the basis of the Customer's independent determination of the suitability of the Products or Services for the Customer's intended use or purpose.
- 2.7 All of these Conditions shall apply to both the sale of Products and the supply of Services except where application to one or the other is specified.
- 2.8 The supply of Products and Services to the Customer is non-exclusive. The Seller reserves the right to sell the Products and/or Services (including any bespoke or tailored Products or Services specifically developed for the Customer) to any other person and the Customer shall have no right, title or interest in the same (save as set out in these Conditions).
- 2.9 The Seller may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the price for the Services. If the Seller requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.

3 QUOTATIONS AND ORDERS

- 3.1 No Contract for the supply of Products or Services will be created by the acceptance of a quotation, or an order being placed, until the Seller acknowledges the order or commences work on the order.
- 3.2 The Seller reserves the right to refuse to accept any order based upon a quotation unless the quotation is stated to be open for a defined period and the quotation has not been withdrawn in that period.
- 3.3 Where any order is based upon the standard price list of the Seller then, subject to Clause 3.4, the price shall be valid provided that delivery is to take place within 7 days from the date of the order.

- 3.4 The Seller reserves the right to increase the price quoted per unit for Products if the Customer orders less than the number of units upon which the quotation was based.
- 3.5 The Seller reserves the right, and the Customer agrees, to adjust the price of the Products as a result of increases in the costs of raw materials used to manufacture the Products (**Product Price Adjustment**) or at any time or for any other reason which the Seller (in its sole discretion) deems necessary. The Seller shall give the Customer notice in writing of the Product Price Adjustment as soon as reasonably practicable.
- 3.6 The Seller shall provide all such evidence as the Customer may reasonably request in order to verify increases in the costs of raw materials used to manufacture the Products.
- 3.7 Any samples submitted with the quotation or at the Customer's request must be returned within 60 days of receipt and if not so returned the cost of the samples shall be added to the Contract price.
- 3.8 Where the Products are to be supplied to the Customer's specification, the Seller reserves the right to make any changes in the specification of the Products which are required to conform to any applicable safety or other statutory requirements, or which do not materially affect the quality or performance of the Products. The Customer shall have no right, title or interest in any Intellectual Property Rights in or arising from the Specification or the bespoke Products in accordance with clause 10.1.

4 PRICE AND PAYMENT TERMS

- 4.1 The price for the Products and the Services shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's published price list at the date of acceptance of the order.
- 4.2 Unless otherwise stated any Additional Items shall be added to the price.
- 4.3 Payment in full (without any deduction by way of set off or counter claim) for the Products, Services and Additional Items (if any) shall be due and payable in the currency specified on the Seller's invoice within 30 days of the end of the month of the Seller's invoice unless the Seller states otherwise on its order acknowledgement form.
- 4.4 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:
- 4.4.1 cancel the Contract or suspend any further deliveries to the Customer.
 - 4.4.2 appropriate any payment made by the Customer for such of the Products or Services (or goods or services supplied under any other Contract between the Customer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Customer); and
 - 4.4.3 charge interest at 4% above the National Westminster Bank Plc base rate for the time being or claim interest at the maximum rate as permitted by English law from time to time on any overdue payments until repaid in full (whichever is most beneficial to the Seller at that time).
- 4.5 The Customer shall indemnify the Seller against all direct expenses reasonably incurred by the Seller in respect of the collection of any overdue sums.
- 4.6 Without prejudice to any other rights of the Seller, if there is reason to doubt (in the Seller's opinion) that the amounts due from the Customer under the terms of the Contract will be paid in full according to the terms thereof, then the Seller reserves the right to require payment in full before delivering or performing any other work or services whatsoever for the Customer.
- 4.7 Where payment requested in accordance with this Clause 4 is not received within 7 days of demand, the Seller reserves the right to sell or dispose of the Products produced for the Customer and to recover any additional loss from the Customer.

5 TITLE

- 5.1 Legal ownership of any of the Products shall remain vested in the Seller until the Seller receives payment in full for:
- 5.1.1 such Products; and
 - 5.1.2 all other Products, Additional Items and Services under any other Contract with the Customer for which payment is outstanding.
- 5.2 Until ownership of the Products has passed to the Customer, the Customer must:
- 5.2.1 hold the Products on a fiduciary basis as the Seller's bailee.
 - 5.2.2 store the Products (at no cost to the Seller) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property.
 - 5.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products.

- 6.1.1 maintain the Products in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Customer shall produce the policy of insurance to the Seller; and
- 6.1.2 hold the proceeds of the insurance referred to in Clause 5.2.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 6.2 Failure to pay the full amount when due shall give the Seller, or its employees or agents, the right to repossess the Products (and enter the Customer's premises for that purpose if necessary) with or without notice and without liability and, at its option, to avail itself of any other legal remedy.
- 6.3 The Seller shall have the right to sell the Products once they have been re-possessed under Clause 5.3.
- 6.4 Notwithstanding this Clause 5, the Seller shall be entitled to maintain an action for the price of the Products, Additional Items and Services at any time after the date when payment is due.
- 6.5 The Customer may contract to sell the Products to a third party in return for valuable consideration provided always that the Customer shall account to the Seller, in a fiduciary capacity, for the proceeds of sale (to the extent of the Customer's indebtedness to the Seller) keeping the same separate and identifiable from its other monies. The Customer's rights under this Clause 5.6 shall cease if an event specified in Clause 13.2 occurs to the Customer.
- 6.6 If prior to payment in full being made the Products become mingled with similar goods belonging to the Customer and/or any third party the Customer shall hold the Seller's proportion of the commingled goods or their proceeds of sale on trust for the Seller. The Seller shall be treated as a tenant-in-common of the commingled goods and the Customer shall hold as trustee for the Seller the Seller's proportion and (if the commingled goods have been sold) pay to the Seller its due proportion of the proceeds of sale.
- 7 RISK CARRIAGE AND PACKAGING**
- 7.1 Where no specific instructions about the manner in which the Products are to be delivered to the Customer or the delivery address are given, the Seller reserves the right in its absolute discretion to choose the means of carriage to the Customer and to direct the Products to the Customer's last known business address. Any such specific instructions must be given to the Seller at the time of order and where such specific instructions are given the Seller reserves the right to charge for delivery.
- 7.2 From the time when the Products are despatched from the Seller's premises, from the premises of its suppliers, or from the date of payment for the Products (whichever is the first to occur), the risk of any loss, damage to or deterioration of the Products shall be and remain with the Customer notwithstanding that the Seller may arrange for carriage. The Seller shall be under no liability arising from their choice of carrier(s), or from the act or omission of such carrier(s).
- 7.3 In the case of sales where the Seller delivers directly to or contracts directly with the carrier then the Seller will repair or (at its option) replace or (at its option) issue a credit note in respect of Products lost or damaged in transit (other than by default of the Customer), provided that:
- 7.3.1 the Customer specifies on the carrier's consignment note details of such loss or damage.
- 7.3.2 in respect of complete non arrival of all of the Products comprised in the Contract notification is made to the Seller within 7 days of the date of despatch of the Products (the date of despatch to be identified from the copy despatch note sent to the Customer) and separately to the carrier within the period stipulated by the carrier's terms of carriage for claims against the carrier; and
- 7.3.3 in respect of damage to all or part of the Products or loss of part of the Products comprised in the Contract notification is made to the Seller within 3 days of delivery of the Products (which will normally be stated on the carrier's consignment note) or within 14 days of delivery in the case of export business and separately to the carrier within the period stipulated by the carrier's terms of carriage for claims against the carrier. On request, the Seller will inform the Customer of the name and address of the carrier and any time limit for claims stipulated by them.
- 7.4 If it is necessary to despatch Products in freight containers, crates, cases, pallets, stillages or skids the Seller reserves the right to charge for packaging.
- 7.5 Once the Products are ready for delivery the Seller shall:
- 7.5.1 notify the Customer of that fact and arrange with the Customer to make delivery of the Products; and
- 7.5.2 be entitled to invoice and be paid for the Products as if they had been delivered (if for any reason the Customer does not arrange for or accept delivery).
- 7.6 If the Customer fails to take delivery of the Products (or any instalment of the Products) on the agreed delivery date for any reason other than a Force Majeure Event then, without limiting any other rights or remedies available to the Seller, the Seller may:

8 STORAGE

- 8.1 This Clause 7 shall only apply to the supply of Services.
- 8.2 The Seller shall, upon request by the Customer and at the Seller's sole discretion, store at the Seller's premises any Raw Materials, Products and/or Finished Products owned by the Customer "**the Customer's Stock**".
- 8.3 The Seller shall on or before the last day of each month during the term of the Contract, send a report to the Customer detailing the amount and category of the Customer's Stock held by the Seller on behalf of the Customer.
- 8.4 Notwithstanding storage at the Seller's premises, all Raw Materials stored by the Seller on behalf of the Customer shall remain the absolute property of the Customer and shall be at the sole risk of the Customer at all times. The Seller shall ensure that all Raw Materials are properly and securely retained and shall not destroy, deface or obscure any identifying mark or packaging on the Raw Materials and the Seller shall not part with possession of the Raw Materials or make them available to a third party without the prior written authorisation of the Customer.
- 8.5 The Seller reserves the right to charge the Customer for storage at the Seller's premises of the Customer's Stock.

9 PERFORMANCE AND FORCE MAJEURE

- 9.1 Subject to the Customer complying with its obligations under the Contract, the Seller shall take all reasonable steps to perform its obligations under the Contract and deliver within the time specified, but such times are estimates only. The Seller shall not be liable for expenses losses or damages caused by late performance or delay in delivery and delays shall not entitle the Customer to rescind the Contract.
- 9.2 If any Services or Finished Products are to be supplied by the Seller in accordance with Customer specifications, or if patterns are to be supplied by the Customer, subject to the Customer supplying the same to the Seller within a reasonable time, the Seller shall comply with its obligations under the Contract.
- 9.3 Without prejudice to the generality of Clause 8.1, the Seller shall have no liability for any expenses losses or damages caused by delay or default in performance of any obligation caused directly or indirectly by a Force Majeure Event. If a Force Majeure Event prevents delivery of Products within the Delivery Period either party may cancel the order by giving written notice to the other at least 28 days before the Seller may reasonably expect to complete the order without liability to compensate the other party for any loss or damage whatsoever sustained by reason of the non-delivery or non-acceptance of those Products.
- 9.4 The Seller reserves the right to make part deliveries and to submit invoices for Products supplied as part of an order.

10 WARRANTIES AND REPRESENTATIONS

- THESE CLAUSES DEFINE THE CUSTOMER'S RIGHTS IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY THE PRODUCTS, CONNECTED PRODUCTS OR APPLICATION SUPPORT OR FOR ANY STATEMENTS MADE BY THE SELLER ITS EMPLOYEES OR AGENTS. CUSTOMERS ARE ADVISED TO READ THESE PROVISIONS CAREFULLY.
- 10.1 The Seller's prices are kept as low as practicable, and the circumstances of their business preclude full indemnity insurance being obtained at a price which would enable the Seller to sell the Products at a competitive price. Accordingly, Customers are advised to insure themselves against any loss or damage they may sustain. The Seller does not include any reserve for potential liability.
- 10.2 The Customer acknowledges and agrees that suitability for application and performance of Finished Products is the sole responsibility of the Customer. Products and mould design, proper moulding conditions, quality assurance and conditions of Products end use are among the factors that affect the performance of roto moulded products and are therefore outside the Seller's responsibility and control.
- 10.3 The Seller warrants that (subject to the other provisions of these Conditions):
- 10.3.1 upon delivery, and throughout the Warranty Period, the Products will comply with the Specification; and
 - 10.3.2 the Services will be carried out with reasonable skill and care.
- 10.4 The Seller shall not be liable for a breach of Clause 9.3.1 unless:
- 10.4.1 the Customer gives written notice that the Products are not in accordance with the specification or have been damaged in transit to the Seller, within 14 days of delivery or, if the defect is not discoverable upon reasonable inspection, within 7 days of the time when the Customer discovers the defect;
 - 10.4.2 the Seller is given a reasonable opportunity after receiving a notice pursuant to Clause 9.4.1 above to examine the Products; and
 - 10.4.3 the Customer (if asked to do so by the Seller) shall return the Products to the Seller's premises at the Customer's own cost.

- 10.5 Subject to Clause 9.4, the Seller shall, at its option, replace or issue a credit note in respect of Products (or the defective part of the Products) which are found to be defective (fair wear and tear excepted)..
- 10.6 The Seller shall not be liable for a breach of Clause 9.3.2 unless:
- 10.6.1 the Customer gives written notice of any defect in the Services to the Seller within 14 days of the time the defect or failure started: and
 - 10.6.2 the Seller is given a reasonable opportunity after receiving a notice pursuant to Clause 9.6.1 above to investigate the defect.
- 10.7 Subject to Clause 9.6, the Seller shall provide such additional services as may be necessary in order to remedy any defect in the provision of the Services provided that such defect was directly caused by an act or omission of the Seller.
- 11 INTELLECTUAL PROPERTY**
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Products or the Services shall remain under the ownership of the Seller. Nothing in the Contract shall transfer any Intellectual Property Rights to the Customer. Where the Seller develops bespoke Products and/or Services in accordance with the Customer's specification, all Intellectual Property Rights in the bespoke Products and/or Services shall remain with and be under the control and ownership of the Seller and the Customer shall have no right, title or interest in the same.
- 11.2 If the Products are to be manufactured or any process is to be applied to the Products or Raw Materials by the Seller in accordance with a specification submitted by the Customer, the Customer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any third party Intellectual Property Rights which results from the Seller's use of the Customer's specification.
- 11.3 If any property of any nature of the Customer is used in connection with the Finished Products (whether for the purpose of manufacture, display or any other reason) the Customer shall indemnify the Seller for any loss or claim suffered by the Seller as a result of using such property. If such property has not been removed within 14 days from the date of the invoice the Seller reserves the right to charge the Customer storage fees.
- 12 CONFIDENTIALITY**
- A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.
- 13 LIMITATION OF LIABILITY**
- 13.1 Subject to Clause 9, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 13.1.1 any breach of the Contract; and
 - 13.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3 Nothing in this Contract excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or for fraudulent misrepresentation.
- 13.4 Subject to Clause 12.3, the Seller shall not be liable to the Customer for:
- 13.4.1 any indirect, consequential, special or punitive loss, damage, costs and expenses.
 - 13.4.2 loss of profit.
 - 13.4.3 loss of business.
 - 13.4.4 loss of reputation.
 - 13.4.5 depletion of goodwill; or
 - 13.4.6 loss of, damage to or corruption of data.

- 13.5 Provided that the Seller has received payment in full for the Products, the Seller shall (where relevant and to the extent that it is able to do so) pass on the benefit of any warranty given to it by a third-party supplier in respect of constituent parts supplied by the Seller under this Contract.
- 13.6 Subject to Clause 12.3, the Seller's total liability to the Customer under or connected with the Contract for:
- 13.6.1 damage to the Customer's tangible property resulting directly from the Seller's negligence or that of its employees shall not exceed £1 million for any one event or series of connected events.
 - 13.6.2 any other loss or damage not covered by Clause 12.6.1 and which arises directly out of the Seller's negligence, shall not exceed £1 million for any one event or series of connected events.
 - 13.6.3 any other direct loss not covered by Clause 12.6.1 or 12.6.2, shall not exceed 125% of the price payable under the Contract; and
 - 13.6.4 any other direct loss which is not covered by the Seller's insurance available at the date of the loss shall be limited to 125% of the price payable under the Contract.
- 13.7 If any exclusion or limitation of liability or any other provision contained in the Contract is held invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted, but if the Seller thereby becomes liable for any liability which would otherwise have been excluded or limited, such liability shall be subject to the other exclusions limitations or provisions set out in this Clause 12.
- 13.8 The Customer shall fully indemnify the Seller against all losses, damages, costs, actions, claims, demands, fees and other expenses (legal or otherwise) that the Seller may incur in consequence of any claim by a consumer that the Products or Connected Products (whether in whole or in part and directly or indirectly) are defective except to the extent that the alleged defect in the Product or Connected Product which resulted in such claim was directly caused by an act or omission of the Seller.
- 13.9 This Clause 12 shall survive termination of the Contract.
- 14 TERMINATION**
- 14.1 The Seller shall, at its option, be entitled to terminate any Contract with the Customer by giving not less than three months' notice in writing to the Customer at any time.
- 14.2 The Seller shall, at its option, be entitled by notice to terminate all or any of the Contracts forthwith and recover all expenses, losses and damage resulting to the Seller including (but without limitation to) loss of profit or other consequential loss if:
- 14.2.1 the Customer has a bankruptcy petition presented against him or a bankruptcy order is made; or
 - 14.2.2 the Customer makes or seeks to make any composition or arrangement with his creditors; or
 - 14.2.3 the Customer make a proposal to his creditors for a voluntary arrangement or applies for an interim order; or
 - 14.2.4 an encumbrancer takes possession of any of the Customer's assets, or any of the Customer's property is taken in execution or process of law; or
 - 14.2.5 a petition is presented, or an order is made, or a resolution is passed for the winding up of the Customer; or
 - 14.2.6 a petition is presented, or any order is made for an administration order to be made in relation to the Customer; or
 - 14.2.7 the Customer's directors make a proposal for a voluntary arrangement with the Customer's creditors; or
 - 14.2.8 the Customer is unable to pay its debts as they fall due; or
 - 14.2.9 a receiver or administrative receiver is appointed over any of the Customer's assets.
 - 14.2.10 any event occurs or proceeding is taken with respect to the customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 14.2.1 to 14.2.9(inclusive); or
 - 14.2.11 the Customer fails to make any payment owed to the Seller on the due date; or
 - 14.2.12 the Customer fails to make payment in advance, when requested in accordance with Clause 4 above, within 7 days of being requested to do so: or
 - 14.2.13 the Customer fails to take delivery of or to collect the Products within 7 days of being notified by the Seller that they are to be delivered or are ready to be collected: or
 - 14.2.14 the Customer is in breach of the terms and conditions of any Contract with the Seller (including breach of these Conditions) and shall fail to remedy the same within 7 days of notice specifying the breach and requiring remedy (if the breach shall be remediable).

15 CONSEQUENCES OF TERMINATION

On termination of any Contract for any reason:

- 15.1 the Customer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 15.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 15.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16 NOTICES

- 16.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first-class post or sent by facsimile transmission or sent by e-mail:
- 16.1.1 (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Customer by the Seller; or
- 16.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a Seller) or (in any other case) to any address or e-mail address of the Customer set out in any document which forms part of this Contract or such other address as shall be notified to the Seller by the Customer.
- 16.2 Communications shall be deemed to have been received:
- 16.2.1 if sent by pre-paid first-class post, 2 Business Days after posting (exclusive of the day of posting);
- 16.2.2 if delivered by hand, on the day of delivery.
- 16.2.3 if sent by facsimile transmission on a working day prior to 4.00 p.m., at the time of transmission and otherwise on the next Business Day; or
- 16.2.4 if sent by e-mail, 24 hours after the e-mail is sent.

- 16.3 Communications addressed to the Seller shall be marked for the attention of the 'Commercial Director'.

17 GENERAL

- 17.1 The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 17.2 The Customer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.3 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.4 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 17.5 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 17.6 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 17.7 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 17.8 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 17.9 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 17.10 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Seller.

17.11 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.