

**STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF GOODS AND SERVICES
FOR
Space Catering (UK) Ltd**

1. Definitions and Interpretation

1.1. In these conditions the following words shall (unless the context otherwise requires) have the following meanings:

“Contract” means any contract between the Supplier and the Purchaser for the sale of Goods and/or services.

“Goods” means the Goods (or any part of them) as set out in the Order.

“Group Company” means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

“Offer” means an offer by the Supplier to sell Goods and/or services subject to the terms of these conditions.

“Order” means the Purchaser’s Order for the Goods, as set out in the Purchaser’s Order form, the Purchaser’s written acceptance of the Supplier’s quotation, or overleaf, as the case may be.

“Purchaser” means the person, firm or company who purchases Goods and/or services from the Supplier.

“Supplier” means Space Catering (UK) Ltd (Company number 08134936), registered office: Fourth Way, Avonmouth, Bristol, BS11 8TB and trading office: Barnwood Point, Corinium Avenue, Barnwood, Gloucester, GL4 3HX

1.2. In these conditions, reference to any statute or statutory provisions shall, unless the context so requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3. 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.

1.4. A reference to writing or written includes faxes and emails.

1.5. The headings in these conditions are for convenience of reference only, they do not form part of the Contract and shall not affect its validity or construction.

2. Terms of the Offer

2.1. These conditions govern the sale of Goods and/or services by the Supplier and apply to the Contract to the exclusion of any other terms that the

Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Where inconsistent herewith the Purchaser’s terms, conditions and warranties shall not apply, and the Purchaser waives any right it may otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Purchaser that is inconsistent with these conditions.

2.2. Estimates of quotations, particularly with reference to price and delivery, shall not be binding on the Supplier. The Contract is accepted only upon written confirmation by the Supplier of the Order or on performance of the Order.

2.3. Any quotation or estimate is given on the basis that any errors or omissions (as determined by the Supplier in its discretion) shall not be binding on the Supplier.

2.4. The Supplier shall make every effort to ensure that descriptions and illustrations are correct but they do not constitute any sale by description.

2.5. The Supplier may in connection with any Order submit a sample to the Purchaser as indicating the quality, colour or type of Goods which may be supplied. No Order for Goods or acceptance thereof shall be deemed to constitute a sale by sample.

2.6. Unless previously withdrawn an Offer is open for acceptance in writing within 30 days of the date hereof or such longer period as may be agreed in writing.

2.7. Verbal representations including those made over the telephone are not binding unless confirmed in writing.

2.8. The Purchaser undertakes to take such specified steps as may be necessary to ensure, so far as reasonably practicable, that the goods will be safe and without risk to health when properly used. The Purchaser acknowledges that the Supplier is freed and relieved of any duty under Section 6(1)(a) of the Health and Safety at Work Act 1974 as that Act may be amended or replaced.

3. Prices

3.1. The price applicable in respect of Goods supplied is the price of Goods at the date of despatch or installation exclusive of packing and carriage.

3.2. The Supplier reserves the right as part of this Contract to impose such surcharge or carriage charge as shall be laid down by their carriage suppliers’ policy at any time. Such policies will be available for

examination and are deemed to be part of every Contract unless specifically agreed to the contrary in writing by the Supplier. The Supplier has sole choice of method of delivery and of carrier employed unless agreed in writing to the contrary.

3.3. Where applicable, all prices will be subject to the addition of the appropriate rate of Value Added Tax.

4. Acceptance

4.1. Unless the Purchaser gives notice in writing to the Supplier or their agents of any defect (whether or not caused by damage in transit) or of any complaint in respect of any Goods within 3 days after receiving the same or of the installation thereof the Purchaser shall be deemed to accept the Goods as having been delivered or installed in all respects in accordance with the Contract and shall have no further right to reject the Goods or recover any compensation. The aforementioned notice in writing shall therefore have no effect unless it specifies the alleged defects and the Supplier is given a reasonable opportunity of inspecting the same.

4.2. If the Purchaser does not receive any invoiced Goods within 7 days of invoice it shall immediately notify the Supplier in writing of such non-receipt. Should the Purchaser fail to notify the Supplier, the Supplier shall not be liable for non-delivery of the Goods and the Purchaser shall be liable to the Supplier for any loss or damage the Supplier may suffer in consequence of the omission to notify their carriers or insurers of the non-arrival of the Goods.

5. Delivery and Installation

5.1. Delivery is completed on completion of unloading of the Goods at the location specified in the Contract or such other location as may be advised by the Supplier prior to delivery.

5.2. The Supplier shall have no liability to the Purchaser in the event of non-delivery or installation of the whole or any part of the Goods caused directly or indirectly by act of God, elements of war, act of Government, force majeure, strike or lock-out, fire, flood, breakdown of machinery, shortage of raw materials or energy non-delivery by the Supplier's suppliers of Goods or materials required therefore failure of the Suppliers' contractors to execute or their delay in executing any work on the Goods or any other cause (whether or not ejusdem generis to the foregoing) beyond the Supplier's control.

5.3. Despatch and installation dates are estimates only although reasonable endeavours will be made to adhere to the date or dates quoted. In no

circumstances shall the Supplier be liable for any loss arising from delay in despatch or installation, however caused. Time of delivery or installation shall not be of the essence.

5.4. In the event of any delay in delivery or installation due to any of the aforesaid causes the time for delivery or installation (as the case may be) shall be extended to the extent of the delay caused. The happening of any of the aforesaid events shall entitle the Supplier to withdraw from the Contract and such withdrawal shall not give rise to any claim for damages or indemnification on the part of the Purchaser.

5.5. In the case of Goods ordered by the Purchaser to be delivered when required by the Purchaser, such Goods shall be delivered within 3 months of the date of the Supplier's confirmation of Order failing which the Supplier may either (in its discretion): (i) cancel the undelivered portion of the contract by giving notice in writing; or (ii) store the undelivered portion for as long as the Supplier may decide and make such charge as the Supplier may in its discretion determine.

5.6. Unless otherwise agreed in writing all deliveries will be to a ground floor clear area and assistance with off-loading will be required.

5.7. Where the Supplier agrees to install Goods or equipment, this shall be in accordance with the Supplier's standard terms and conditions relating to installation applying from time to time, such terms and conditions being deemed to be incorporated into this Contract if applicable.

5.8. The Purchaser shall permit access by the Supplier and its employees, contractors and/or agents to the Purchaser's site to carry out such installation services, and shall provide such assistance and co-operation (including without prejudice to the foregoing provision of power and other facilities) as the Supplier or its employees may request.

5.9. The Purchaser shall ensure that the Supplier and its employees, contractors and/or agents are able to work in a safe environment and shall indemnify the Supplier in respect of any injury or loss suffered by the Supplier or its employees as a result of providing such installation services save where such injury or loss arises out of the Supplier's negligence.

5.10. The Supplier will not accept responsibility or liability for the incorrect installation or adjustment of equipment not installed by the Supplier's engineers or those of his sub-contractors.

6. Payment

- 6.1. The Supplier shall be entitled to be paid in full in cash, approved electronic transfer or cheque (supported by banker's guarantee card unless credit account facilities have been granted). Save where agreed in writing, where no such credit account facilities have been granted to the Purchaser, payment shall be due on delivery or installation (as applicable).
- 6.2. Where credit account facilities have been granted the Supplier will submit an invoice to the Purchaser which shall be due and payable within 30 days of invoice.
- 6.3. Each delivery shall operate as a separate Contract. Should the Purchaser fail to pay on the due date the price for any delivery the Supplier shall be entitled to: (i) suspend further deliveries until payment is made; (ii) vary by notice in writing with immediate effect the terms if any as to the credit specified in the Order or in any other contract subsisting between the Supplier and the Purchaser or any Group Company; or (iii) treat the contract as wrongfully repudiated by the Purchaser without prejudice to the Supplier's right to payment for any Goods delivered and to damages for the Purchaser's breach of contract.
- 6.4. The Supplier shall be entitled to charge interest on any unpaid amounts from the due date until payment at the rate of 2% per annum above the Bank of England base rate.
- 6.5. Terms for payment shall be of the essence.
- 6.6. The Supplier shall make all payments due under the Contract without deduction whether by way of set off, counterclaim, discount, abatement or otherwise.
- 6.7. The Supplier may in its discretion by notice in writing from the Supplier to the Purchaser at any time set off any monies owed by the Supplier to the Purchaser against any amounts due to the Supplier hereunder.

7. Risk

- 7.1. If the Purchaser collects the Goods, the risk passes to the Purchaser at the time of collection. In other cases, the Supplier will insure the Goods and risk then passes on delivery. The Supplier reserves the right to add the cost of such insurance to the invoice price.

8. Reservation of title

- 8.1. Notwithstanding delivery the property in the Goods shall not pass to the Purchaser until the Purchaser has paid in full the price of the Goods.
- 8.2. Furthermore, the property in the Goods shall not pass to the Purchaser unless and until the full price of any other delivered Goods the subject of any other business transaction between the Purchaser and the Supplier has been paid (the aggregate prices being "the Value" and shall where the context so permits include in addition any costs of repossession incurred pursuant to paragraph 8.3.4).
- 8.3. Until the Value has been received by the Supplier the Purchaser will hold the Goods as bailee on behalf of the Supplier and the Purchaser acknowledges that there shall subsist a fiduciary relationship in respect of the Goods between the Purchaser and the Supplier:
 - 8.3.1. The Purchaser will wherever practicable store its Goods on its premises separately from its own Goods or those of any other person in such a way that they can readily be identified as the Goods of the Supplier.
 - 8.3.2. Until payment the Purchaser will take all necessary measures for the protection of the Goods including the insurance thereof and will procure that the interest of the Supplier is noted upon any policy of insurance which is effected and that a copy is provided to the Supplier.
 - 8.3.3. The Purchaser is authorised by the Supplier to sell the Goods at a price which shall nevertheless be no less than the purchase price of the Goods hereunder subject to the express condition that the entire proceeds are held in trust for the Supplier and are not mingled with other monies or paid into any overdrawn bank account and shall at all times be identified as the Supplier's money.
 - 8.3.4. The Supplier may at any time if payment is overdue in whole or in part without prejudice to any other right arising pursuant to the Contract for the purpose of recovery of the Goods enter upon any premises where the Goods are stored or where they are reasonably thought to be stored and may repossess the same notwithstanding that the Goods may have been bolted down to the floor. All costs and expenses incurred by the Supplier in connection with such recovery shall be paid by the Purchaser.
- 8.4. For the avoidance of doubt without prejudice to the generality of the foregoing the Supplier may recover the Goods and payment shall become

due in accordance with paragraph 8.3.4 if: (a) The Purchaser does or omits to do anything which would entitle a receiver to take possession of any of its assets or which would entitle any person to present a petition to wind up the Purchaser; and/or (b) The Purchaser passes any resolution to wind itself up or publish a notice convening a meeting of its creditors pursuant to section 588 of the Companies Act 1985 or any statutory modification or replacement thereof; and/or (c) The Purchaser, if an individual, has a Receiving Order made against him or her or enters into any arrangement for the benefit of his creditors generally; and/or (d) The Purchaser does any act which entitles or causes a bailiff to enter upon the Purchaser's premises to distrain or levy execution.

8.5. The Purchaser may admix the Goods with other property not belonging to the Supplier. However, if Goods which are the property of the Supplier are admixed with Goods which are the property of the Purchaser or are processed with or incorporated therein the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Supplier. If Goods which are the property of the Supplier are admixed with Goods which are the property of any person other than the Purchaser or reprocessed with or incorporated therein the product thereof shall be deemed to be owned in common with that other person. The provisions of paragraph 8.3.3 hereof shall apply mutatis mutandis to the proceeds of sale of any product referred to in this clause.

9. Returns

9.1. Returns will not be credited unless the Supplier's prior agreement was obtained. A credit shall be based on the invoice prices. Any expenditure occasioned as a result of treatment and repairs to the returned Goods shall be deducted from the credit.

10. Warranty

10.1. Providing the Purchaser has complied with the Supplier's contractual terms of payment, the Supplier shall use all reasonable endeavours to ensure that all Goods are warrantied against faulty workmanship or material for the same period as and to the same extent as they are warrantied by the manufacturers.

10.2. No liability can be accepted by the Supplier in respect of Goods that have been misused or are the result of wilful or accidental damage.

10.3. Warranties on equipment will only be the responsibility of the Supplier if a suitably qualified engineer installs such equipment.

10.4. Certain equipment (e.g. ovens, fryers, dishwashers) require regular maintenance and /or servicing even whilst under warranty, in accordance with the manufacturers' recommendations. The Supplier will carry out such service either under a separate service agreement or at the request of the Purchaser on an ad hoc basis at the Supplier's standard charging rate. Defects arising from a failure to regularly service and/or maintain the Goods are excluded from the warranty and any labour or parts required to rectify such defects will be charged at the Supplier's standard charging rate. Unless the Purchaser enters into a contract for service and/or maintenance on the Supplier's normal contract conditions, no service will be provided.

10.5. Length of warranty on second hand equipment will be specified on sale of such equipment and in accordance with the above exclusions.

10.6. No warranty or guarantee shall be honoured where the Purchaser attempts to effect repairs itself or by a third party even if during the warranty or guarantee period.

10.7. During the warranty period if repairs are defective due to defective workmanship or material then to the exclusion of any further claims on the part of the Purchaser the Supplier in its discretion shall provide repairs. If a second attempt at repairs proves unsuccessful the Supplier shall be at liberty to decide whether to repair or replace. If the product is neither available nor in stock a suitable alternative is to be accepted by the Purchaser even if it has been made by another manufacturer.

10.8. Returns will not be credited unless the Supplier's prior agreement thereto was obtained. A credit shall be based on the invoice price. Any expenditure incurred as a result of treatment and repairs to the returned goods shall be deducted from the credit.

11. Repairs

11.1. Equipment to be repaired or returned shall be forwarded or brought to the Supplier's premises or other address to be agreed in writing carriage paid and at the Purchaser's risk.

11.2. It shall be at the Supplier's discretion to state the type of repair necessary. The Supplier is entitled in its entire discretion to refuse to carry out any repair job.

- 11.3. Where defects are not repaired at the Supplier's premises or other address as agreed in writing the additional cost of providing technicians on site shall be borne by the Purchaser the cost being the standard Suppliers cost or rate charged by the supplier from time to time.
- 11.4. On receipt of equipment for repair ("the Equipment") the Supplier will inform the Purchaser whether the Equipment is repairable. Should the Equipment not be repairable, the Supplier will at the Purchaser's option (at the Purchaser's cost) dispose of the Equipment or make it available for collection by the Purchaser.
- 11.5. On confirmation that the equipment is repairable the Supplier will give an estimate in writing of the cost of repair. This estimate will not be binding on the Supplier. Should the Supplier ascertain on closer inspection or during the course of repairing the Equipment that the estimate is understated the Supplier shall communicate a revised estimate to the Purchaser and await the Purchaser's consent before proceeding with the repairs provided that the Supplier shall not be bound to inform the Purchaser as set out above if the revised estimate is less than 20% higher than the original estimate. The estimate will be exclusive of Value Added Tax.
- 11.6. The Supplier reserves the right to charge the Purchaser for stripping down the Equipment in order to prepare an estimate for the cost of repair in the event that the Purchaser decides not to proceed with the repair by the Supplier.
- 11.7. Equipment must be collected within 3 months of the date of notification of completion of repairs. Should the Equipment not be collected within this period the Supplier shall have the right to sell the Equipment and to discharge out of the proceeds of sale the cost of the repairs and/or to store the Equipment for howsoever long as the Supplier shall determine and charge such storage costs as the Supplier shall at its discretion determine and charge such storage costs to the Purchaser. The balance of the sale price (if any) shall be held on trust for the Purchaser but nothing herein shall entitle the Purchaser to any interest thereon. Any shortfall of monies owed to the Supplier after such sale shall be met on demand by the Purchaser.
- 11.8. All repairs are guaranteed for 7 days unless the Equipment is misused in that period. This guarantee covers only parts and labour used in the original repair and faults other than the subject of the original repairs is not covered thereby.

12. Drawings, Designs and Descriptions

- 12.1. Unless expressly stated in writing by the Supplier, drawings submitted with an estimate or quotation shall not be binding as to detail.
- 12.2. The Supplier reserves the right to modify or vary the design and/or specification without notice to take account of site conditions.
- 12.3. Where the Supplier and Purchaser agree plans or dimensions from which measurements are taken in order for the Supplier to purchase or supply goods, then the Purchaser shall be responsible for any incorrect statement as to area or dimension subsequently found to be incorrect and any costs or losses incurred by the Supplier as a result shall be the responsibility of the Purchaser.
- 12.4. All drawings/designs shall remain the property of the Supplier and must not be used by the Purchaser in whole or part without written consent from the Supplier.

13. Advice

- 13.1. Technical and design advice is given to the best of the Supplier's knowledge and on the basis of the Supplier's work and experience. No liability is accepted for data and information given with respect to suitability and application of the products and the Purchaser should not by reason thereof forego making his own tests and investigations. The Purchaser is responsible for ensuring that the statutory and other official regulations are complied with when the product is used. The Supplier shall not be liable in any way should any instruction given relating to the Goods not be fully complied with.
- 13.2. Where design services are provided by the Supplier in connection with the subject matter of the Contract and where the Supplier elects at his sole discretion to make no charge or payment to the Buyer in respect of same, the supply of said services shall not form part of the Supplier's contractual obligations and no claim whether arising ex contractu or ex delicto for damages resulting therefrom shall lie against the Supplier at the instance of the Purchaser in connection with the supply of said design services.

14. Termination

- 14.1. The Supplier shall have the right at any time by giving notice in writing to the Purchaser to terminate any and/or all Orders for the Purchaser forthwith if:
 - 14.1.1. The Purchaser commits a breach of any of these terms and conditions;

- 14.1.2. Any distress, execution or other process is levied upon any of the assets of the Purchaser;
- 14.1.3. The Purchaser has a bankruptcy Order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser;
- 14.1.4. The Purchaser ceases or threatens to cease to carry on its business; or
- 14.1.5. The financial position of the Purchaser deteriorates to such an extent that in the opinion of the Supplier, the capability of the Purchaser to adequately fulfil its obligations under these terms and conditions has been placed in jeopardy.
- 14.2. The termination of any or all Orders will not affect any rights or liabilities of either party accrued prior to the termination.
- 14.3. If the Supplier terminates any or all Orders by virtue of any right herein, the Purchaser shall pay, within 30 days, all outstanding sums for Goods previously supplied and services previously provided together with all costs as have been reasonably incurred by the Supplier in connection with the termination.
- 14.4. If the Purchaser cancels an Order to the Supplier, whether written or verbal, the Supplier may charge a cancellation fee of up to 20% of the value of the Order or at a rate applicable to the manufacturers' conditions where special items of manufacture are involved.
- 14.5. The Supplier cannot accept cancellation of Orders for equipment purposes made to the Purchaser's specification or site requirements once manufacture has commenced.

15. Limitation of liability

- 15.1. Nothing in these conditions shall limit or exclude the Supplier's liability for:
- 15.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 15.1.2. fraud or fraudulent misrepresentation;
- 15.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 15.1.4. defective products under the Consumer Protection Act 1987; or
- 15.1.5. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 15.2. Subject to clause 15.1:
- 15.2.1. the Supplier shall under no circumstances whatsoever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
- 15.2.2. the Supplier's total liability to the Purchaser in respect of all losses arising under or in connection with the Contract will be limited, in respect of all claims (connected or unconnected) in any consecutive 12-month period, to 100% of the Contract price.
- 15.2.3. The Purchaser shall examine the Goods promptly upon receipt. The Supplier shall not be liable for any defects in quantity or quality of the Goods unless the Purchaser gives written notice of the defect to the Supplier in sufficient detail to enable the Supplier to identify the defect within 30 days of the Purchaser's receipt of the Goods.
- 15.3. Nothing contained herein shall have the effect of restricting or excluding rights accruing to the Supplier under the Sale of Goods Act 1979.

16. Maintenance and Servicing of equipment

- 16.1. Additional definitions and terms specified in this clause 16 are in relation to service and maintenance only and are only applicable where the technical equipment maintenance and service (not including warranty) is explicitly agreed in writing between parties to be part of the services offered. Definitions:

“Engineers” shall mean staff employed or sub-contracted by the Supplier for the express purpose of repairing, maintaining and servicing commercial catering equipment. The Supplier shall ensure that such staff shall hold suitable qualifications and/or be able to demonstrate competence to safely carry out the tasks required for the repair, maintenance and service of commercial catering equipment.

“Maintenance” shall mean the work carried out or to be carried out in repairing, maintaining or servicing the Purchaser’s equipment by the Supplier’s Engineers based on manufacturers’ instructions and/or training and/or the experience of the Supplier’s Engineers. It shall include the following as a minimum

- A detailed visual inspection of the equipment to identify any defects.
- A test to establish the correct operation or otherwise of the equipment.
- Adjustment and lubrication as required to provide optimum efficient operation of the equipment.
- Testing to ensure the safe condition of the Installation
- A report (verbal or written) as to any identified defects and work required to rectify them.

“Additional Work” shall mean any work that is not Maintenance Work and which is requested by the Purchaser from the Supplier.

“Premises” shall mean the Purchaser’s premises where the work is to be carried out

“Installation” shall mean the Purchaser’s installation, works and equipment as agreed as the subject of the work in the Purchaser’s Premises.

“Normal Business Hours” shall mean 8.00am to 5.00pm Monday to Friday excluding public holidays.

“Parts” shall mean any component that may be required to rectify a defect and they shall be or be equivalent to those as provided by the Original Equipment Manufacturer.

16.2. Charges.

16.2.1. Before any work is carried out the Supplier shall provide the Purchaser with details of the charge rates that will be applicable for the initial call-out, the hourly rate for work on site (both Maintenance and Additional) and the Purchaser shall confirm their

acceptance of these in writing. Unless agreed in writing, the charges shall relate to work to be carried out during Normal Working Hours.

16.2.2. The charge for any parts that are required to rectify defects shall be provided by the Supplier to the Purchaser and agreed (verbally or in writing) prior to being supplied or fitted

16.3. Limitation of Liability

16.3.1. The Supplier undertakes to exercise reasonable skill and care in the execution of its services under the Contract save that the Supplier disclaims liability whatsoever in respect of any part of the Installation which was hidden from or inaccessible to the Supplier’s employees. Moreover, all conditions and warranties expressed or implied by law or statute as to the quality and fitness for any particular purpose of any work performed under this Contract are expressly excluded save that in respect of any materials supplied under this Contract the Supplier shall be liable in respect of any breach of any condition or warranty in relation thereto to the extent of the respective manufacturer’s guarantee covering such materials, but not further or otherwise.

16.3.2. The Supplier reserves the right to defer the date of delivery or payment or to cancel this Contract if it is prevented from or delayed in the carrying on of its services due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, epidemic or pandemic, government actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

16.3.3. The Supplier shall not be liable for any loss, damage or delay caused by any malfunctioning of or defect in or failure of any of the Purchaser’s equipment.

16.3.4. The Supplier’s liability for any act, omission or default arising under this Contract shall not extend to any consequential, economic, or indirect losses.

16.3.5. The Supplier shall not be responsible for the consequences of any delay or failure to perform the services under this Contract if any such delay is due to any cause whatsoever beyond the Supplier’s reasonable control.

16.3.6. Subject to the other provisions of this clause 16.3, the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall in any event be limited to the fees payable to the Supplier as representing one month's pro rata tranche of the charges payable by the Purchaser hereunder.

16.3.7. Nothing in this Contract excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.

16.4. The Purchaser's Obligations. The Purchaser shall:

16.4.1. Permit the Supplier access to the Premises at reasonable times on reasonable notice by the Supplier to carry out Maintenance work. In the event of failure by the Purchaser to grant access to the Supplier in accordance with this provision, the Supplier shall be entitled to payment of all reasonable costs incurred in attending the Premises.

16.4.2. Permit the Supplier to use free of charge such facilities on the Premises as may be reasonably required by the Supplier.

16.4.3. Notify the Supplier in writing of any proposed change of use of the Premises and/or any proposed alteration to the Installation during the Contract period.

16.4.4. Not permit any person other than the Supplier to carry out any adjustment, alteration, addition or adaptation of the Installation or otherwise allow any person to interfere with the Installation or any part thereof without the prior written permission of the Supplier.

16.4.5. Notify the Supplier in writing if at any stage the Installation is affected by any defect or malfunctioning of whatsoever nature and howsoever caused whether by Act of God or whether by any direct or indirect activity of the Purchaser or any third party.

16.4.6. Ensure that the Supplier's employees (or agents or sub-contractors) carrying out the Supplier's obligations are not subject to any risk to health or safety. Any possible risks must be clearly identified and marked. The Purchaser shall indemnify the Supplier in the event that any such employee or other person sustains injury in consequence of a breach of this provision.

16.4.7. Notify the Supplier in writing in the event that the Purchaser proposes to assign, sub-let or otherwise transfer the Premises during

the currency of this Contract and to specify the date of the proposed actual assignment, sub-letting or transference.

16.4.8. Retain liability for all usual risks for the Premises, its contents and the Installation and shall take out and maintain adequate insurance against such risk and upon request provide evidence of such insurance to the Supplier.

16.4.9. Provide the Supplier with all available Installation record drawings, distributions, schedules and where applicable previous test results.

16.4.10. Neither directly or indirectly solicit or offer any inducement to any employee of the Supplier with a view to enticing such employee to work directly for or enter the employment of the Purchaser whether during the continuance of this Contract and for a six-month period after its termination. This is a fundamental condition, breach of which will entitle the Supplier to terminate the Contract forthwith.

17. General

17.1. The Purchaser may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

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

17.3. No variation of these terms shall bind the Supplier unless it is confirmed by the Supplier in writing under the hand of a director of the Supplier and in particular no agent salesman or sales representative of the Supplier shall have power to vary these conditions unless such variation is confirmed as aforesaid.

17.4. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.5. 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.

- 17.6. The parties to this Contract do not intend that the term of this Contract be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it save for any Group Company.
- 17.7. Any written notices or instructions required to be given under these conditions, shall be sent by email, fax or by post to the party at the head of these conditions. In the case of written notice sent by post it shall be deemed to have been received 48 hours after posting. The trading office of the Supplier is: Barnwood Point, Corinium Avenue, Barnwood, Gloucester, GL4 3HX
- 17.8. 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.
- 17.9. 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 this Contract or its subject matter or formation.

- 17.10. The Purchaser 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 Purchaser by the Supplier or its agents and any other confidential information concerning the Supplier's business or its products which the Purchaser may obtain and the Purchaser shall restrict disclosure of such confidential information material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Purchaser's obligations to the Supplier and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Purchaser.
- 17.11. 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. 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.



I confirm that I have read and understand the terms and conditions of sale and I agree to be legally bound by its terms. I agree that I am authorised to sign this agreement.

Client Authorisation

Authorised Signature: _____

Name of Signatory: _____

Date of Signature: _____

Initials