

CONDITIONS OF SUPPLY

- 1. Definitions and Interpretation:** The following terms as used herein shall have the meaning as stated: "**Company**" means Atlas Machinery (U.K) Limited; "**Conditions**" means these Conditions of Supply; "**Confidential Information**" means any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential, or the information could reasonably be supposed to be confidential; "**Contract**" means any contract between the Company and the Customer for the supply of any Goods and/or Services, incorporating these Conditions; "**Customer**" means any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company; "**Goods**" means any goods or materials agreed in the Contract to be supplied by the Company to the Customer (including any part or parts of them), including any goods agreed to be supplied with, or in relation to, any Services; "**Input Material**" means any documents, plans, drawings, designs or other materials, and any data or other information provided by the Customer to the Company relating to the Goods and/or Services; "**Intellectual Property Rights**" means any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered; "**Output Material**" means any documents, plans, drawings, designs or other materials, and any data or other information provided by the Company to the Customer relating to the Goods and/or Services; "**Services**" means any services agreed in the Contract to be performed by the Company for the Customer (including any part or parts of them) including, but not limited to, the commissioning and/or installation of the Goods; "**Site**" means (i) the premises at which the performance of any Services shall take place and (ii) the premises at which the delivery of the Goods shall take place, but only if the Company agrees that the Goods shall be delivered otherwise than ex-works the Company's premises and (iii) the Site shall be deemed to be the Customer's place of business, unless otherwise agreed by the Company; "**Supplies**" means the Goods and/or the Services, depending on the context. A reference to a clause is to a clause of these Conditions. Clause headings shall not affect the interpretation of these Conditions. Any reference to "**parties**" means the parties to the Contract and "**party**" shall be construed accordingly. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. Words in the singular include the plural and in the plural include the singular. Any obligation of the Company may be undertaken by the Company's subcontractors, agents or representatives.
- 2. Application of Conditions:**

 - 2.1** All quotations are made and all orders are accepted by the Company subject only to these Conditions, which (without prejudice to the provisions of Condition 2.3) shall be incorporated into any written or oral Contract and which shall prevail notwithstanding any other terms and conditions which the Customer shall bring to the Company's notice.
 - 2.2** Any quotation is given on the basis that no Contract shall come into existence until the Company accepts the Customer's order in accordance with the provisions of Condition 2.3. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
 - 2.3** The placing of an order following any quotation or other indication of price and delivery shall not be binding on the Company unless and until accepted by the Company in writing.
 - 2.4** Statements or representations of whatever kind and however made, including, but not confined to those as to weights, measurements, power consumption, performance, details of designs, prices and charges and whether contained in drawings, floor plans, catalogues, advertisements, brochures, photographs or descriptive materials are approximate only and shall not be binding upon the Company or in any way form part of the Contract unless expressly stated to do so by the Company in writing.
 - 2.5** The Company reserves the right to amend any accidental error or omission on quotations, orders acknowledgements or invoices without any liability on the part of the Company.
 - 2.6** No variation to these Conditions shall be binding except by specific written agreement of the Company. The Company's employees or agents are not authorised to make any representations concerning the Supplies or the Contract unless confirmed by the Company in writing. In

entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

- 2.7 The Customer shall ensure that the terms of its order and any Input Material and/or any applicable specification are complete and accurate.
- 2.8 All Input Material and specifications supplied to the Company by the Customer are supplied at the Customer's own risk and the Company will not accept liability for the loss, destruction or damage of such Input Material and specifications unless such loss, damage or destruction is caused by the Company's own negligence.
- 2.9 No order of the Customer which has been accepted by the Company may be cancelled by the Customer, except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of cancellation.
- 2.10 The Company has no obligation to accept any variation to the Contract requested by the Customer, whether by addition, substitution or omission (or, without limitation, to the Goods/and or Services to be provided under the Contract) and no such request shall be deemed to be accepted in the absence of the Company's written agreement to the variation. Payment for any variation which has been agreed in writing by the Company pursuant to this Condition 2.10 shall be made in accordance with the provisions of Condition 7.1 or 7.2 and shall be subject to the remaining provisions of Condition 7.
- 2.11 Output Material issued free of charge includes mark-up drawings of draft quality only and does not include any tracing or copies, for which an additional charge shall be payable.
- 2.12 Subject to the provisions of Condition 9.1(b), the Customer shall be solely responsible for ensuring the suitability of the Goods for any specific purpose and also for ascertaining the compatibility or inter-operability of the Goods with any other goods.
- 2.13 The Customer shall ensure that any specification submitted by the Customer does not contravene any applicable safety or other statutory or regulatory requirement.

3. Obligations of the Customer:

- 3.1 The Customer shall, at its sole cost:
 - (a) provide the Company with all information, co-operation and support that may be required to enable the Company to carry out its obligations to the Customer;
 - (b) provide all necessary materials and consumables (including but not limited to paper, glue and film) for the purpose of commissioning;
 - (c) be solely responsible for providing an electrical and pipework supply for use with the Goods;
 - (d) provide any necessary structure for the housing of compressors;
 - (e) be responsible for any such work as may be necessary to provide a foundation which complies with the Company's specification for the Goods to be installed;
 - (f) provide or procure adequate facilities to enable the Company to provide the Supplies at the Site and further to allow full and complete access to the Site;
 - (g) take all steps to ensure the health and safety of the personnel of the Company whilst they are in attendance at the Site in connection with the provision of the Supplies;
 - (h) effect and maintain appropriate insurance at the Site on an all risks basis and in an adequate amount; and
 - (i) effect and maintain appropriate licences and consents in relation to anything which may be required for the provision of the Supplies at the Site.
- 3.2 The Customer undertakes at its sole cost to provide safe and suitable storage for all Goods, materials, tools and tackle at the Site until completion of performance of the Services and the Customer (but not the Company) shall be liable for any loss, damage or defect arising directly or indirectly from the storage of the aforesaid items at the Site and for any delay or expenses resulting therefrom.
- 3.3 The Customer acknowledges that the Contract price has been calculated on the basis that:
 - (a) the Site will be free and clear for access of Goods, materials, tools and tackle and no obstacle shall be presented to the proper and continuous performance of the work during ordinary weekday working hours and overtime as necessary;
 - (b) all travelling expenses, all extras for overtime, hire and carriage, and any other expenses shall be borne by the Customer and shall not be included in the Contract price unless otherwise specified by the Company; and
 - (c) the Goods will be commissioned at the Site (if the Company has agreed to commission the Goods for the Customer), but if the Customer requires further

special tests to be undertaken then such tests shall be undertaken at the Company's sole discretion and shall be charged extra.

- 3.4 If the Company discovers or is notified of any problem at or adjacent to the Site which materially affects the Company's ability to provide the Supplies in accordance with the Company's standards at the price quoted, it shall be free to vary the price, notwithstanding that the problem may have existed prior to acceptance of the Customer's order or may have arisen subsequently. Without limitation, any additional costs caused by any delay in the performance of the Services, or any suspension of performance, at the Site (for reasons beyond the control of the Company) e.g. industrial action, shall be treated as a variation to the Customer's original order and the Customer shall be liable for any such additional costs.

4. Price:

- 4.1 Prices for the Supplies, howsoever given, are based on conditions ruling on the date of their giving and are subject to change. The effective price for the Supplies shall be the price confirmed by the Company in its written notification of acceptance of the Customer's order pursuant to Condition 2.3.
- 4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery or provision of the Supplies, to increase the price of the Supplies to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, any increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Supplies which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate, accurate or complete information or instructions.
- 4.3 Unless otherwise stated the price quoted will be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of dispatch of the Goods or commencement of performance of the Services.
- 4.4 Unless otherwise agreed in writing by the Company, all prices are given by the Company on an ex-works delivery basis. Where any Services are stated to be included in the price, this is on the basis that the Goods shall be delivered in bulk to a ground floor location. Should any dismantling, craning or building work be necessary, any additional costs shall be met solely by the Customer.

5. Delivery and Performance:

- 5.1 Whilst the Company will use its best endeavours to provide the Supplies in accordance with the Customer's requirements, the Company will not be liable for any consequences of any delay in the provision of the Supplies, howsoever caused.
- 5.2 Any time or date given by the Company for delivery is intended as an estimate only. No delay or failure in respect of delivery or part delivery shall entitle the Customer to treat the Contract as repudiated. The Goods may be delivered by the Company in advance of any quoted delivery date upon giving notice to the Customer.
- 5.3 The Company may make partial delivery of any order or deliver any order by instalments and these Conditions shall apply to each. Each delivery shall be deemed to be a separate contract.
- 5.4 Unless otherwise agreed in writing by the Company, the Company's obligation to deliver the Goods shall be deemed fulfilled upon delivery ex-works, the Company's premises. The Customer shall be responsible for arranging for the carriage of the Goods to the destination address. All transportation and carriage costs (including, without limitation, the cost of all related insurance coverage and the cost of loading and unloading the Goods) shall be borne by the Customer and the Customer shall pay any and all customs, import, excise and other duties and taxes payable in respect of the Goods.
- 5.5 Where the Company has agreed that the Goods shall be delivered otherwise than ex-works the Company's premises, then if delivery involves difficult access to or at the Site and/or the point of access to the Site is located at an unreasonable distance from any feasible vehicular access point, the Company reserves the right to levy an extra delivery charge.
- 5.6 Unless otherwise agreed in writing by the Company, if the Company has agreed to undertake any Services for the Customer, the performance of the Services shall take place at the Customer's place of business.
- 5.7 If for any reason the Customer fails to take or accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations: (i) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence); (ii) the Goods shall be deemed to have been delivered; and (iii) the Company may store the Goods until

delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or (iv) the Company may sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods), charge the Customer for any shortfall below the price for the Goods.

- 5.8 The Company shall not be liable for any non-delivery of the Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received.
- 5.9 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods.
- 5.10 No Goods may be returned without the Company's prior written consent and the Company reserves the right to levy a handling charge on all returns to cover collection and restocking costs.

6. Intellectual Property Rights:

- 6.1 Any and all Intellectual Property Rights (howsoever arising), in relation to the Supplies and any Output Material shall at all times vest in and belong solely to the Company.
- 6.2 If the Goods are to be manufactured, designed, built or configured or any process is to be applied to the Goods by the Company in accordance with any express or implied instructions of the Customer (including but not limited to any specification or Input Material submitted by the Customer), the Customer shall hold the Company harmless and shall fully and promptly indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any Intellectual Property Right of any other person which directly or indirectly results from the Customer's instructions.
- 6.3 The Customer and the Company agree that in the course of the Company providing Goods and/or Services to the Customer, the parties may disclose to each other certain Confidential Information. The Customer and the Company agree that each party will maintain the Confidential Information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party.
- 6.4 The Customer acknowledges the Company's ownership of any Intellectual Property Rights in any Output Material and in any Goods and/or Services provided to the Customer pursuant to the Contract and agrees not to contest the Company's ownership or use of any such Intellectual Property Rights. Without limitation, the Customer shall not acquire any such Intellectual Property Rights or any licence or grant of rights therein, nor shall the Customer register or attempt or permit to be registered, any such Intellectual Property Rights or any licence or grant of rights therein. The Customer further acknowledges that, without limitation, any and all Intellectual Property Rights developed by the Company in performing any Services or providing any Goods shall become vested and shall vest in the Company absolutely and shall also be subject to the other provisions of this Condition 6.4.

7. Payment:

- 7.1 If the Customer has not produced satisfactory references, payment shall be made in advance upon submission by the Company of a pro-forma invoice. Subject only to any special terms agreed in writing between the Company and the Customer, the Company shall be entitled to invoice the Customer for the price of the Supplies on or at any time after acceptance of the Customer's order. The Customer shall pay the price of the Supplies within 30 days of the date of the invoice for such Supplies, or by such other payment date as may have been stipulated by, or agreed with, the Company.
- 7.2 If the Company agrees to accept payment for the Goods in full or in part via a finance provider, the Customer shall enter into a separate Contract of Sale with the Company (which shall be subject to these Conditions). The Customer shall be solely responsible for ensuring that payment for the Goods is made to the Company in accordance with the terms of the Contract of Sale. The Customer shall also enter into any finance agreement submitted to the Customer by the finance provider. Any and all fees or charges levied by the finance provider shall be for the Customer's sole account. Any failure by the Customer to enter into any finance agreement submitted to the Customer and/or to commence and maintain payments in accordance with the

terms of such finance agreement will render the Customer liable to pay the Company the full price of the Goods (plus VAT) upon demand.

- 7.3 The Company shall be entitled to recover the price notwithstanding that delivery and/or performance may not have taken place. The time of payment of the price shall be of the essence of the Contract.
- 7.4 All payments due to the Company shall be made without any deduction, withholding or set-off.
- 7.5 Failure by the Customer to pay any invoice by its due date shall entitle the Company to: a) at its option, to charge interest at the rate of five percent (5%) per annum above HSBC Bank plc's base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); b) to charge the Customer with any costs incurred by the Company in the course of collecting outstanding monies due to the Company from the Customer; c) suspend any warranty for the Supplies or any other goods or services supplied by the Company to the Customer, whether or not they have been paid for; d) set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever; e) suspend or cancel any future delivery of Goods and/or performance of Services; and f) cancel any discount or price reduction (if any) offered to the Customer. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
8. **Force Majeure:** The Company reserves the right to defer the date of provision of the Supplies, or to cancel the Contract or reduce the volume of the Supplies ordered by the Customer (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, import or export regulations or prohibitions, war or national emergency, acts of terrorism, protests, riot, civil commotion, sabotage, accident, theft, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays or unavailability affecting carriers, or any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.
9. **Warranty:**
 - 9.1 Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer and the Company warrants (subject to the other provisions of these Conditions) that:
 - (a) on delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (b) if the Customer has made it expressly known to the Company in the Customer's order that the Goods shall be suitable for a particular purpose and the Company has expressly stated in its written acceptance of the Customer's order that it will supply Goods suitable for that purpose, then the Goods shall be reasonably fit for the purpose so stated; and
 - (c) any Services will be performed with reasonable skill and care.
 - 9.2 The Company's liability pursuant to Condition 9.1 shall be limited: a) for Goods, to the replacement of any part of the Goods found to be defective and notified to the Company within the period set forth in Condition 9.3 (or, if the claim is on any manufacturer's warranty, within the relevant manufacturer's warranty period); and b) for Services, to re-performing those Services found not to have been performed with reasonable skill and care and notified to the Company within the period set forth in Condition 9.3.
 - 9.3 Any defect or deficiency in, or malfunction or shortage or failure to correspond to specification of the Supplies shall be notified to the Company within 3 days of the time when the Customer discovers or ought to have discovered the defect or deficiency, or malfunction or shortage or failure to correspond to specification, as applicable; otherwise, the Supplies shall be deemed to be satisfactory and a charge will be made for additional rectification work.
 - 9.4 The Company shall not be liable for any breach of any warranty in Condition 9.1 if: a) the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect; b) the Customer modifies, adjusts, alters or repairs the Goods without the prior written consent of the Company; c) the defect arises because the Customer failed to follow any oral or written instructions as to the storage, installation,

commissioning, use or maintenance of the Goods or (if there are none) good trade practice; d) the defect arises from any specification supplied by the Customer, or from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse of the Goods or from any other cause which is not due to the neglect or default of the Company; e) the defect relates to any work external to the Goods, or arises by virtue of any act or omission of the Customer relating to the operation of the Goods, or through transportation or relocation of the Goods not performed by, for or on behalf of the Company, or by subjecting the Goods to any unusual physical or other stress or adverse environmental conditions; f) the full price for the Supplies has not been paid by the time for payment stipulated in Condition 7.1 or 7.2; or g) the defect is of a type specifically excluded by the Company by notice in writing.

- 9.5 If upon investigation, the Company reasonably determines that any defect or deficiency in, or malfunction or shortage or failure to correspond to specification of the Supplies is a result of, or is excused by, any of the matters referred to in Condition 9.4, the Customer shall be liable for all costs reasonably incurred by the Company in investigating the same and determining the cause.
- 9.6 Subject to and without limiting the generality of any of the provisions of this Condition 9, additional individual guarantees may apply to certain Goods and/or Services. The terms of any such guarantee (including the guarantee period) may be obtained from the Company upon request.
- 9.7 Notwithstanding the provisions of this Condition 9, the Company reserves the right (upon notification to the Customer) to sell certain Goods 'as is'.

10. Exclusion of Liability:

- 10.1 Other than as provided in Condition 9 above and in Section 12 of the Sale of Goods Act 1979 and save for the conditions implied by section 2 of the Supply of Goods and Services Act 1982, all conditions, warranties and liabilities whatsoever whether express or implied, statutory or otherwise, are hereby expressly excluded and the Company shall be under no liability whatsoever for any loss or damage of whatsoever kind, howsoever caused or arising, including but without being limited to any direct, indirect or consequential loss or damage, lost profits, loss of use or other economic loss, provided that nothing herein contained shall be construed so as to exclude or limit the liability of the Company: a) for death or personal injury caused by the Company's negligence; b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or c) for fraud or fraudulent misrepresentation.
- 10.2 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price. The Company's liability pursuant to Condition 9 shall be limited: a) for Goods, to the replacement of the Goods (or any part thereof) found to be defective and notified to the Company within the period set forth in Condition 9.3; and b) for Services, to re-performing those Services found not to have been performed with reasonable skill and care and notified to the Company within the period set forth in Condition 9.3. The Company may in either event but at its sole discretion, alternatively refund to the Customer the price of the Goods and/or Services in full or in part.
- 10.3 The Customer shall hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made by or against the Company in respect of any liability, loss, damage, injury, cost or expense whatsoever, howsoever and to whomsoever occurring, to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.

11. **Changes:** The Company reserves the right without prior approval from or notice to the Customer to make changes to the Goods or their specification in order to meet any statutory or other requirement.

12. Risk and Title:

- 12.1 The Goods are at the risk of the Customer from the time of delivery.
- 12.2 Title to the Goods shall not pass to the Customer until the Company has received payment in full (including any interest or other sums payable) in cash or cleared funds (i) for the Goods

and (ii) for any other goods or services that the Company has supplied to the Customer in respect of which payment has become due.

12.3 Until title to the Goods has passed to the Customer, the Customer shall: a) hold the Goods on a fiduciary basis as the Company's bailee; b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property; c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery and indemnify the Company against all loss or damage of whatsoever nature affecting the Goods; e) notify the Company immediately if it becomes subject to any of the events listed in Condition 13.1 (b)-(e); f) not assign to any other person any rights arising from a sale of the Goods without the Company's written consent (and then only subject to a set of terms and conditions containing a Risk and Title clause which is at least as onerous as this Condition 12); and g) give the Company such information relating to the Goods as the Company may require from time to time, but the Customer may use or resell the Goods in the ordinary course of its business, provided always that nothing herein shall constitute the Customer the agent of the Company for the purpose of any such resale of the Goods.

12.4 If:

- (a) the Customer is late in paying for the Goods; or
- (b) the Customer is late in paying for any other goods or services supplied by the Company; or if
- (c) before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Condition 13.1 (b)-(e) or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then

provided that the Goods have not been irrevocably incorporated into another product and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, the Company may enter any premises of the Customer or of any third party where the Goods are stored or kept in order to recover them. The Customer shall not keep the Goods at any premises other than such premises as shall be specified in writing by the Customer to the Company prior to the dispatch of Goods to the Customer, or at any premises at which the Customer does not have the right to grant access to the Company.

13. Termination:

13.1 The Company may terminate the Contract by written notice to the Customer if:

- (a) the Customer commits a continuing or material breach of the provisions of the Contract and if the breach is capable of remedy, fails to remedy it within 14 days of receiving written notice of the breach;
- (b) an incumbrancer takes possession or a receiver is appointed over any of the property or assets of the Customer;
- (c) the Customer makes a voluntary arrangement with its creditors or becomes the subject of an administration order;
- (d) the Customer has a bankruptcy order made against it or the Customer goes into liquidation (except for the purposes of amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the Customer); or
- (e) the Customer ceases or threatens to cease to carry on its business.

13.2 The right to terminate the Contract given by this Condition 13 shall not prejudice any other right or remedy of the Company against the Customer in respect of the breach concerned, or any other breach.

13.3 Upon termination of the Contract all obligations of the Company thereunder shall cease.

14. General:

No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions. No right or obligation conferred upon the Customer by these Conditions may be transferred or assigned. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business, shall be sent by first class pre-paid post and shall be deemed to have been received 48 hours after posting. Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by virtue

of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected. The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties. Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application by either party to the President for the time being of the Law Society whose decision as to the type, qualifications and experience of such arbitrator shall be final and binding on the parties. The costs of the arbitrator shall be borne by the parties as he directs and his decision on the issue in dispute shall be final. These Conditions shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.