

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES

### Annex INTERPRETATION

- a. The definitions and rules of interpretation in this condition apply in these conditions.

**Buyer:** the person, firm or company who purchases the Goods from the Company.

**Company:** DB Automation Limited (Reg. No. 6949712) whose registered address is c/o Wallace Hanson 27 Waterloo Place Warwick Street Leamington Spa CV32 5LA.

**Contract:** any contract between the Company and the Buyer for the sale and purchase of the Goods and Services, incorporating these conditions.

**deliverables:** all documents, products and materials developed by the Company or its agents, subcontractors, consultants and employees in relation to the Services in any form, including data, reports and specifications (including drafts).

**Delivery Point:** the place where delivery of the Goods and/or Services is to take place under condition Annex .

**Goods:** any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, 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.

**Services:** the services to be provided by the Company under the Contract as set out in the Specification, together with any other services which the Company provides, or agrees to provide, to the Buyer.

- b. A reference to a 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.
- c. Words in the singular include the plural and in the plural include the singular.
- d. A reference to one gender includes a reference to the other gender.
- e. Condition headings do not affect the interpretation of these conditions.

## **Annex APPLICATION OF TERMS**

- a. Subject to any variation under condition Annex c the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- b. No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- c. These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- d. Each order or acceptance of a quotation for Goods and/or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods and/or Services subject to these conditions.
- e. No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods or provides the Services to the Buyer.
- f. The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- g. Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

## **Annex DESCRIPTION**

- a. The quantity and description of the Goods and/or Services shall be as set out in the Company's quotation or acknowledgement of order.
- b. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's

catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

## **Annex DELIVERY OF GOODS**

- a. Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.
- b. The Buyer shall take delivery of the Goods within 10 days of the Company giving it notice that the Goods are ready for delivery.
- c. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- d. Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- e. If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
  - i. risk in the Goods shall pass to the Buyer (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 Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- f. The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- g. If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

- h. The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- i. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

**Annex NON-DELIVERY**

- a. The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- b. The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 2 days of the date when the Goods would in the ordinary course of events have been received.
- c. 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.

**Annex RISK/TITLE**

- a. The Goods are at the risk of the Buyer from the time of delivery.
- b. Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
  - i. the Goods; and
  - ii. all other sums which are or which become due to the Company from the Buyer on any account.
- c. Until ownership of the Goods has passed to the Buyer, the Buyer shall:
  - i. hold the Goods on a fiduciary basis as the Company's bailee;
  - ii. store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
  - iii. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

- iv. maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- d. The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
  - i. any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - ii. any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- e. The Buyer's right to possession of the Goods shall terminate immediately if:
  - i. the Buyer 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 documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
  - ii. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
  - iii. the Buyer encumbers or in any way charges any of the Goods.
- f. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- g. The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to

inspect them, or, where the Buyer's right to possession has terminated, to recover them.

- h. Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- i. On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition Annex shall remain in effect.

## **Annex PROVISION OF SERVICES**

- a. The Company shall use reasonable endeavours to provide the Services and to deliver the Deliverables to the Buyer in accordance in all material respects with the Specification
- b. The Company shall use reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- c. The Buyer shall:
  - i. provide the Company, in a timely manner, such information, data or other input material as the Company may require for the performance of the Services and ensure that it is accurate in all material respects;
  - ii. be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;
  - iii. inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Buyer's premises;
  - iv. ensure that all Buyer's equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom or other standards or requirements;
  - v. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start;
  - vi. be responsible for obtaining any import licences or permits necessary for the entry of the Goods into the Buyer's territory or the territory where the Goods are to be delivered, and the Buyer shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Goods and accordingly:

The Buyer warrants to the Company that it has informed the Company of all laws and regulations affecting the importation, use, installation, sale, packaging and labelling of Goods which are in force within the Buyer's territory or any part of it (**Local Regulations**) at the date of this contract. [The Company in turn warrants to the Buyer that the Goods comply with the Local Regulations in force at the date of this contract.].

- d. The Buyer shall give the Company as much advance notice as reasonably possible of any prospective changes in the Local Regulations. On receipt of notification from the Buyer under clause 0, the Company shall endeavour to ensure that the Goods comply with any change in the Local Regulations by the date of implementation of that change or as soon as is reasonably possible thereafter.
- e. If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Buyer arising directly or indirectly from such prevention or delay.
- f. The Buyer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of 24 months after the last date of supply of the Services, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- g. Any consent given by the Company in accordance with condition Annex f shall be subject to the Buyer paying to the Company a sum equivalent to percentage of the then current annual remuneration of the Company's employee, consultant or subcontractor or, if higher, percentage of the annual remuneration to be paid by the Buyer to that employee, consultant or subcontractor.

## **Annex PRICE**

- a. Unless otherwise agreed by the Company in writing, the price for the Goods and/or Services shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.
- b. Where Services are provided on a time and materials basis:
  - i. the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Specification and as amended from time to time in accordance with condition Annex c;
  - ii. the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8:00am and 5:00pm on weekdays (excluding public holidays);

- iii. the Supplier shall be entitled to charge an overtime rate of which is calculated from the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in condition Annex b.ii;
- c. The parties agree that the Supplier may review and increase its standard daily fee rates, provided that such charges cannot be increased more than once in any [12] month period. The Supplier will give the Customer written notice of any such increase [3] months before the proposed date of the increase. If such increase is not acceptable to the Customer, it may, within [30 days] of such notice being received or deemed to have been received, terminate the Contract [by giving [2] months written notice to the Supplier.
- d. The price for the Goods and/or Services shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods and/or Services.

## **Annex PAYMENT**

- a. Subject to condition Annex c, payment of the price for the Goods and/or Services is due in pounds sterling on the last working day of the month following the month in which the Goods and Services are delivered or provided or deemed to be delivered, time for payment shall be of the essence.
- b. No payment shall be deemed to have been received until the Company has received cleared funds.
- c. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- d. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- e. If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.



## Annex QUALITY

- a. Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- b. The Company warrants that (subject to the other provisions of these conditions) on delivery, and for a period of twelve months from the date of delivery, the Goods shall:
  - i. be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
  - ii. be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.
- c. The Company shall not be liable for a breach of any of the warranties in condition Annex b unless:
  - i. the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 2 days of the time when the Buyer discovers or ought to have discovered the defect; and
  - ii. the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.
- d. The Company shall not be liable for a breach of any of the warranties in condition Annex b if:
  - i. the Buyer makes any further use of such Goods after giving such notice; or
  - ii. the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
  - iii. the Buyer alters or repairs such Goods without the written consent of the Company.
- e. Subject to condition Annex c and condition Annex d, if any of the Goods do not conform with any of the warranties in condition Annex b the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the [Company's] expense, return the Goods or the part of such Goods which is defective to the Company.

- f. If the Company complies with condition Annex e it shall have no further liability for a breach of any of the warranties in condition Annex b in respect of such Goods
- g. Any goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the twelve month period

## **Annex INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

- a. As between the Buyer and the Company, all Intellectual Property Rights and all other rights in the deliverables and the pre-existing materials shall be owned by the Company. Subject to condition Annex b, the Company licenses all such rights to the Buyer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Buyer to make reasonable use of the deliverables and the Services. If the Contract terminates, this licence shall automatically terminate.
- b. The Buyer acknowledges that, where the Company does not own any pre-existing materials, the Buyer's use of rights in pre-existing materials is conditional on the Company obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Company to license such rights to the Buyer.
- c. The Buyer 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 Buyer by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Company's business or its products which the Buyer may obtain.
- d. The Buyer may disclose such information:
  - i. to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Buyer's obligations under the Contract; and
  - ii. as may be required by law, court order or any governmental or regulatory authority.
- e. The Buyer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition Annex .
- f. The Buyer shall not use any such information for any purpose other than to perform its obligations under the Contract.

- g. All materials, equipment and tools, drawings, specifications and data supplied by the Company to the Buyer (including pre-existing materials and the Company's equipment) shall, at all times, be and remain the exclusive property of the Company all be held by the Buyer in safe custody at its own risk and maintained and kept in good condition by the Buyer until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.

## **Annex      LIMITATION OF LIABILITY**

- a. Subject to condition Annex , condition Annex and condition Annex , the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
  - i. any breach of these conditions;
  - ii. any use made by the Buyer of the Services, the deliverables or any part of them; and
  - iii. any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - iv. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- b. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- c. Nothing in these conditions excludes or limits the liability of the Company:
  - i. for death or personal injury caused by the Company's negligence; or
  - ii. under section 2(3), Consumer Protection Act 1987; or
  - iii. for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - iv. for fraud or fraudulent misrepresentation.
- d. Subject to condition Annex b and condition Annex c:
  - i. 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; [and]
  - ii. the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or

consequential, or any claims for consequential compensation whatsoever (howsoever caused)] which arise out of or in connection with the Contract.

## **Annex ASSIGNMENT**

- a. The Company may assign the Contract or any part of it to any person, firm or company.
- b. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

## **Annex TERMINATION**

- a. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
  - i. the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
  - ii. the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
  - iii. the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
  - iv. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986] or (being a partnership) has any partner to whom any of the foregoing apply; or
  - v. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or

- enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- vi. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - vii. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
  - viii. a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
  - ix. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
  - x. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
  - xi. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition Annex a.iv to condition Annex a.x (inclusive); or
  - xii. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - xiii. there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).
- b. On termination of the Contract for any reason:
- i. the Buyer shall immediately pay to the Company all of the Buyer's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
  - ii. the Buyer shall, within a reasonable time, return all of the Company's equipment, pre-existing materials and deliverables. If the Buyer fails to do so, then the Company may enter the Buyer's premises and take possession of them. Until they have been returned or repossessed, the Buyer shall be solely responsible for their safe keeping; and

- iii. the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- c. On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect:
  - i. condition Annex ;
  - ii. condition Annex ;
  - iii. condition Annex ; and
  - iv. condition Annex .

## **Annex      FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or provision of the Services or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, 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, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

## **Annex      GENERAL**

- a. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- b. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- c. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

- d. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- e. The parties to the Contract do not intend 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.
- f. 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 submit to the exclusive jurisdiction of the English courts.

## **Annex    COMMUNICATIONS**

- a. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
  - i. (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
  - ii. (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
- b. Communications shall be deemed to have been received:
  - i. if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
  - ii. if delivered by hand, on the day of delivery; or
  - iii. if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- c. Communications addressed to the Company shall be marked for the attention of David Bird.