STANDARD TERMS AND CONDITIONS OF SUPPLY OF GOODS AND/OR SERVICES

IMPORTANT: THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS: CLAUSES 3.5, 4.3, 4.4, 6.9, 6.10, 7.1, 8.2, 8.3, 9.2, 11.1, 11.3, 12, 16.2, 17 AND 19.

1 INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings , unless the context requires otherwise:

Commencement Date means the date of commencement of supply of the Goods and/or the Services as set out in the Contract;

Conditions means these Standard Terms and Conditions of Supply of Goods and/or Service;

Confidential Information means any and all information provided by either party under the Contract that is either (i) marked as being confidential (or in the case of verbal discussions t s later confirmed in writing to be confidential) or (ii) information (however communicated) that is of a type that the other party could reasonably have been expected to know that the information was confidential;

Contract means any contract between the Su pplier and the Customer for the sale and purchase of Goods and/or Services including the Order and incorporating these Conditions;

Contract Period means the period of supply of the Goods and/or the Services as set out in the Contract;

Customer means the person(s), firm or company who purchases the Goods and/or Services from the Supplier;

Dangerous Goods means goods named individually in the Approved Carriage List issued pursuant to the Carriage of Dangerous Goods and Use of Transportable Pressure Receptacl es Regulations 2007 as may be amended from time to time and explosives, radioactive material, and any other goods presenting a similar hazard;

Fuel means any fuel products to be supplied to the Customer or transferred on behalf of the Customer by the Supplier or its sub-contractors under the terms of the Contract, including (without limitation) gas oil (red diesel), derv (white diesel), kerosene, unleaded petrol, heavy oils, ultra low sulphur gas oil and biodiesel;

Goods means any goods to be supplied to the Customer by the Supplier or its sub-contractors in accordance with the Contract, which may include (without limitation) Fuel, spill response kits and equipment, tanks , and tank equipment such as pumps, gauges, alarms and overfill protection devices ;

Insolvency shall have the meaning set out in Clause 13. 3.2;

Intellectual Property Rights means any and all intellectual property rights protected under any law anywhere in the world including , without limitation, patents, designs, copyright, trade marks, know-how, technical information, rights in data and database rights (whether registered or unregistered or any applications for registration) whether now known or future ;

Order means any order made by the Customer for Goods and/or Services from the Supplier;

Price means the price payable by the Customer to the Supplier in consideration for the Goods and/or Services in accordance with Clause 5.1 ;

Quotation means any written or verbal quotation provided to the Customer by the Supplier for the provision of the Goods and/or the Services;

Schedule of Charges means the Supplier's then current list of fees for the Goods and the Services from time to time which is available on request from the Supplier;

Services means any services to be supplied to the Customer by the Supplier or its sub-contractors in accordance with the Contract;

Site means the Customer's site within the United Kingdom to which the Goods are to be delivered and/or the Services are to be provided (as appropriate) as notified by the Customer to the S upplier in the Order or verbally;

Supplier means the Adler and Allan group company named as the Supplier on the Invoice included with these terms and conditions and its Group Companies from time to time and Group Companies shall have the meaning as set out in Section 1261 of the Companies Act 2006 as amended ;

Waste means any waste (having the same meaning as "Directive Waste" as defined under the Waste Management Licensing Regulations 1994) removed, transported, disposed of or otherwise dealt with by the Supplier or its sub-contractors on behalf of the Customer as part of the Services ;

Working Day means a day Monday to Friday which the Supplier is ordinarily open for business excluding any bank holidays and statutory holidays.

In these Conditions, unless a contrary intention appears:

1.1.1 the masculine includes the feminine and vice versa;

1.1.2 the singular includes the plural and vice versa;

1.1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

1.1.4 headings are for ease of reference only and shall not effect the in terpretation or construction of these Conditions;

1.1.5 any lists or examples following the word **including** shall be interpreted without limitation to the generality of the preceding words;

1.1.6 references to Clauses are, unless otherwise provided, reference s to Clauses of these Conditions;

1.1.7 references to **writing** shall include facsimile and email.

2 FORMATION OF CONTRACT

2.1 Orders may be placed by the Customer in writing by fax, email or post or verbally in person or by telephone. Each Order placed by the Customer with t he Supplier shall be deemed to be an offer by the Customer to purchase the Goods and/or the Services subject to these Conditions.

2.2 No Order placed by the Customer shall be deemed to be accepted by the Supplier unti l a written acknowledgement of O rder is issued by the Supplier or (if earlier) the Supplier commences delivery of the Goods and/or the provision of the Services to the Customer.

2.3 Any Quotation provided to the Customer by the Supplier is provided on the basis that it is not an offer capable of acceptance and that no contract will come into existence until an Order is placed by the Customer and the Supplier accepts such Order in accordance with Clause 2.2.

2.4 These Conditions are the only basis on which the Supplier is prepared to deal with the Customer and the Contract shall be based on these Conditions to the entire exclusion of all other terms and conditions which the Customer may purport to apply to the Contract . These Conditions shall apply to all purchases o f Goods and/or Services by the Customer from the Supplier.

2.5 These Conditions shall govern each Order made by the Customer and n o terms or conditions endorsed upon, delivered with o r contained in the Customer's purchase order, confirmation of order, specifi cation or other document will form part of the Contract including by way of reference to any such document .

3 DESCRIPTION

3.1 The description of the Goods and/or Services shall be as set out in the Contract.

3.2 Orders shall normally be placed by the Customer on the basis of a Quotation provided by the Supplier. Where an Order placed on the basis of a Quotation is accepted by the Supplier, the terms of the relevant Quotation (including any description of the Goods and/or Services to be provided by the Supplier and the Price to be paid for them) shall be incorporated into and form part of these Conditions. In the event of any conflict between the Quotation and these Conditions, the terms of these Conditions shall prevail.

3.3 Where an Order is placed by the Customer in circumstances where no Quotation has been provided by the Supplier (for example in circumstances where an emergency respon se is requested by the Customer, or where the Supplier cannot identify the extent of the Services required in advance of carrying the m out) the Supplier shall provide such Goods and/or Services as it reasonably considers in its sole opinion are necessary to meet the stated aims of the Customer.

3.4 The Supplier shall prepare any Quotation on the basis of the site as seen or, where no site visit has been carried out, on the basis of information provided by the Customer. The Quotation shall be subject to change by the Supplier once site conditions are confirmed, including (without limitation) where it becomes apparent that the Services required to meet the stated aims of the Customer are materially different to those originally envisaged or where the site information provided by the Customer was incomplete or inaccurate.

3.5 Where the Customer requests a change to the Goods and/or Services to be supplied pursuant to the Contract the Supplier shall use its reasonable endeavours to conform to such a request, provided always that the Supplier shall be under no obligation to do so , shall have no liability for its failure to do so and shall be entitled to payment of any additional costs incurred as a result of such change to the Goods and/or Services.

3.6 All technical data, descriptions and illustrations of the Goods and/or Services in any offers, leaflets, and advertising material produced by the Supplier are illustrative only and are subject to change without notice. They will not form part of the Contract.

4 SUPPLY OF THE GOODS AND/OR SERVICES

4.1 Unless otherwise agreed between the parties the supply of the Goods and/or Services shall take place at the Site.

4.2 Any dates specified by the Supplier for the supply of the Goods and/or Services are intended to be an estimate only and time of supply of the Goods and/or Services shall not be of the essence for the purposes of the Contract. If no date is specified the supply of the Goods and/or Services will be within a reasonable time.

4.3 Subject to the provisions of Clause 12 of these Conditions, the Supplier will not be liable for any loss (including loss of profit), costs, damages, charges or expenses of the Customer caused directly or indirectly by any delay in the supply of the Goods and/or Services (even if caused by the Supplier's negligence), nor will any delay caused by the Supplier entitle the Customer to terminate the Contract.

4.4 Where the Customer requests a change to any dates specified in the Contract for the supply of the Goods and/or Services the Supplier shall use its reasonable endeavours to conform to such a request, provided always that the Supplier shall be under no obligation to do so , shall have no liability for its failure to do so and is entitled to payment of any additional costs incurred as a result of such change to the dates

4.5 If the Supplier supplies some but not all of the Goods and/or Services, the Customer shall not be entitled to object to or reject the Goods and/or Services or any part of them by reason of the shortfall and shall pay for such Goods and/or Services at the pro rata Contract rate.

4.6 The Customer shall, following delivery of the Goods and/or completion of the Services and if requested by the Supplier, sign a confirmation slip confirming that the Goods have been satisfactorily delivered and/or the Services satisfactorily performed. Such signed confirmation shall be conclusive evidence of the satisfactory performance by the Supplier of its obligations under the Contract.

4.7 Where the Contract includes the supply and delivery of Goods, risk in and responsibility for the Goods shall pass to the Customer on delivery. Notwithstanding delivery and passing of risk in the Goods (or any other provision of these Conditions) the property in and title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of all sums due under the Contract or which are or which become due to the Supplier from the Customer in respect of any other contract made under these Conditions. Until such time as the property in and title to the Goods passes to the Customer, the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee and shall k eep the Goods separate from those of the Customer and any third parties and properly stored protected and insured.

4.8 Until such time as the property in and title to the Goods passes to the Customer (as set out in Clause 4. 7) provided always that the Goods have not been used by the Customer, the Supplier (and any persons appointed by it for the purpose) shall be entitled (but shall not be obliged) in the event of non-payment by the Customer or the Insolvency of the Customer, at any time during normal business hours to enter upon any premises of the Customer or any third party where the Goods are stored and to re -possess the Goods.

4.9 Where the Contract includes the uplift and transfer of Goods the Supplier's responsibility for the Goods shall commence when the Supplier takes physical control of the Goods and shall end when the Supplier relinquishes physical control to the Customer at the proper place of delivery or the Goods are presented at the proper place of delivery within normal business hours (allowing sufficient time for unloading). If the Supplier is prevented from making delivery at the agreed time and address then the Supplier's responsibility for the Goods shall end after the expiration of twenty four (24) hours from the Supplier's notice to the Customer that the Goods are available.

5 PRICE

5.1 Unless otherwise agreed by the Supplier in writing, the Price for the Goods and/or Services shall be:

5.1.1 the Price set out in the Quotation; or

5.1.2 where no Quotation exists, such reasonable charge as the Supplier shall subsequently make for supplying the Goods and/or Services in accordance with the Supplier's Schedule of Charges .

5.2 The Supplier reserves the right by giving notice to the Customer, at any time before or after the commencement of the supply of any of the Goods and/or Services hereunder, to increase the Price for the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier, including but not limited to:

5.2.1 any alteration to or the enactment of any legislation regulations or any other enactment relating to the supply of the Goods and/or the Services;

5.2.2 significant increases to the cost of labour;

5.2.3 any change in the Goods and/or Services to be supplied which is requested by the Customer pursuant to Clause 3.5 or any change in the dates of the supply of the Goods and/or Services which is requested by the Customer pursuant to Clause 4.4;

5.2.4 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions necessary for the supply of the Goods and/or Services .

Where the Supplier exercises its right to increase the Price under this Clause 5.2 and the Customer objects to the Price increase, the Customer shall have the right on notice to the Supplier to terminate the Contract. In such circumstances the Customer shall pay to the Supplier on a pro rata basis the amount due for any Goods delivered and/or Services already performed by the Supplier as at the date of termination.

5.3 The Price for the Goods and/or Services shall be exclusive of any value added tax and any other applicable duties, levies and/or taxes, which amount the Customer will pay in addition when it is due to pay for the Goods and/or Services.

6 PAYMENT

6.1 Unless the parties agree otherwise in writing, the Supplier shall invoice the Customer upon completion of the Services or delivery of the Goods.

6.2 Payment is due within thirty (30) days of the date of the invoice or by any date agreed between the parties, whichever is the earlier. Time for payment shall be of the essence.

6.3 Unless agreed by the Supplier, all sums payable shall be calculated and paid in Pounds Sterling (£).

6.4 Any queries in respect of invoices should be brought to the Supplier's attention within seven (7) days of the date of the invoice. Where any dispute arises as to the contents of any invoice the parties shall enter into good faith discussions to resolve such dispute but, for the avoidance of doubt, the Customer shall not be relieved of its obligation to pay the disputed invoice in full and on time.

6.5 The Supplier reserves the right to make delivery by instalments and render a separate invoice in respect of each such instalment. If the Supplier exercises its right to make delivery in instalments in accordance w ith this Clause 6.5, then any delay in delivering or failure to deliver any further instalment or instalments shall not entitle the Customer to reject the Contract or the delivery or any other instalment or to withhold payment in respect of any instalment previously delivered.

6.6 The Customer shall make all payments due under the Contract without any deduction whatsoever whether by way of set-off, counterclaim, discount, abatement or otherwise .

6.7 If the Customer fails to pay the Supplier any sum due pursuant to the Contract, the Customer will be liable to pay interest to the Supplier on such sum from the due date for payment at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002. accruing on a daily basis until payment is made, whether before or after any judgment.

6.8 In addition to its right to charge interest on late payment as set out in Clause 6. 7, where any sum owed by the Customer to the Supplier under this or any other agreement is overdue or the Customer exceeds its authorised credit limit with the Supplier, the Supplier shall be entitled (but shall not be obliged) to do any or a combination of the following:

6.8.1 to suspend all or any part of the supply of the Goods or provision of the Services ;

6.8.2 to cancel all or any part of any outstanding Order;

6.8.3 to refuse to accept any further Orders for Goods or Services;

6.8.4 to suspend any discounts made available to the Customer; or

6.8.5 to exercise its rights to recover the Goods pursuant to Clause 4.8.

6.9 In the event that such default continues for longer than thirty (30) days, the Supplier shall be entitled but not bound (without any liability and without prejudice to any other rights that it may have in respect thereof) to terminate the Contract forthwith on written notice to the Customer.

6.10 Where the Supplier elects to pursue one of its rights under Clause 6.8 and 6.9, the Supplier shall not be in breach of these Conditions nor shall the Supplier have any liability to the Customer.

7 LIEN

7.1 Where the Services provided by the Supplier include the transfer of goods owned by the Customer (the **Customer's Goods**), the Supplier shall have a general lien against the Customer for any monies whatsoever due from the Customer to the Supplier. If such a lien is not satisfied within a reasonable time, the Supplier may, at its absolute discretion sell the Customer's Goods (in whole or in part) as agent for the Customer and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the Customer's Goods and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatever in respect of the Customer's Goods.

7.2 Where the Services provided by the Supplier include the transfer of goods not owned by the Customer (a **Third Party's Goods**), the Supplier shall have a particular lien against the owner , allowing the Supplier to retain possession, but not to dispose of, the Third Party's Goods against monies due from the Customer in respect of the Third Party's Goods.

8 CUSTOMER OBLIGATIONS

8.1 The Customer shall:

8.1.1 provide at the site address adequate and appropriate access to facilitate the supply of the Goods and/or Services (the provision of which normally requires the use of heavy goods vehicles) including, but not limited to, the supply of appropriate roadways free from overhanging branches, appropriate manhole covers and adequate protection for underground drainage runs;

8.1.2 co-operate with all the reasonable instructions of the Supplier in its performance of the Contract and shall provide such assistance to the Supplier as the Supplier may reasonably require;

8.1.3 provide such site information and plans (including but not limited to site plans and drainage plans) as the Supplier may reasonably require to carry out its obligations under the Contract;

8.1.4 (where the Services include the uplift and transfer of any Dangerous Goods) provide to the Supplier precise and accurate identification of the Dangerous Goods and any other information, documentation and assistance the Supplier may reasonably require prior to the commencement of the Services , in order to allow the Supplier to comply with its statutory obligations or its obligations under the Contract in respect of such Dangerous Goods. This includes (without limitation) the provision of Transport Emergency Cards (**Tremcards**) to the Supplier and/or any other written information as required by the relevant statutory provisions;

8.1.5 (where the Services include the uplift, transfer or disposal of any Waste) provide the Supplier with preeise and accurate information as to the nature of the Waste concerned, and any other information, documentation and assistance the Supplier may reasonably require prior to the commencement of the Services in order to allow the Supplier to comply with its statutory obligations or its obligations under the Contract in respect of such Waste.

8.2 For the avoidance of doubt where the Customer fails to comply with its obligations under this Clause 8 the Supplier shall be entitled to delay performance of its obligations without liability until the Customer so complies.

8.3 The Customer shall indemnify and keep indemnified the Supplier against all and any actions, claims, demands, costs and expenses (including legal expenses and disbursements) incurred by or made against the Supplier in respect of any loss or damage or personal injury (including death) which arises out of or in connection with the Customer's failure to meet its obligations under this Clause 8.

9 CUSTOMER WARRANTIES

9.1 The Customer warrants and represents that:

9.1.1 any information provided to the Supplier in respect of any Dangerous Goods is accurate and sufficiently detailed to enable the Supplier to comply with any statutory requirements or regulations applying to the Dangerous Goods and to comply with its obligations under the Contract ;

9.1.2 any information provided to the Supplier in respect of the Waste is accurate and sufficiently detailed to enable the Supplier to comply with any statutory requirements or regulations applying to the Waste and to comply with its obligations under the Contract ;

9.1.3 it shall comply fully with any statutory requirements or regulations applicable to it in relation to the Waste and/or the Dangerous Goods;

9.1.4 any other information or instructions it has provided to the Supplier (whether in the Order or otherwise) for the purposes of the Supplier quoting for or performing its obligations under the Contract is adequate, complete and accurate in all respects ;

9.1.5 (where the Services involve the uplift and transfer of any goods) the Customer is the legal owner of such goods or is the authorised agent of such legal owner in which case the Customer warrants in addition that he has the authority to accept these Conditions on behalf of the legal owner ;

9.1.6 it has appropriate procedures in place for the purposes of any applicable Health and Safety legislation and enforces compliance with such procedures by its employees and other staff.

9.2 The Customer shall indemnify and keep indemnified the Supplier against all and any actions, claims, demands, costs and expenses (including legal expenses and disbursements) incurred by or made against the Supplier in respect of any loss or damage or personal injury (including death) which arises out of or in connection with the Customer's breach of Clause 9.1.

10 SUPPLIER'S OBLIGATIONS

10.1 The Supplier warrants that, provided always that the Customer complies with these Conditions, the Supplier will comply with all statutory and regulatory requirements which may apply to it in connection with Waste or Dangerous Goods.

10.2 The Supplier confirms that it holds all consents, exemptions, authorisations, licences and/or registrations required by Statute for it to perform its obligations under the Contract.

11 QUALITY

11.1 The Supplier warrants to the Customer that (subject to the terms of these Conditions) the Services will be carried out with reasonable skill and care. For the avoidance of doubt in relation to spill response and land remediation services the Supplier shall use its reasonable endeavours to perform the Services as requested by the Customer but shall not be liable for any residual pollution that the Supplier, having used reasonable endeavours, is unable to remove.

11.2 The Supplier warrants to the Customer that (subject to the terms of these Conditions) upon delivery the Goods shall:

11.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and/or

11.2.2 conform in all material respects to any specification provided by the Supplier ;

as appropriate.

11.3 The Supplier shall not be liable for a breach of the warranties in Clause 11.1 and 11.2 unless:

11.3.1 the Customer gives written notice of the defect to the Supplier within fourteen (14) days of the time when the Customer discovers or ought to have discovered the defect in the Goods or Services; and

11.3.2 the Supplier is given a reasonable opportunity after receiving the notice of examining such Goods or Services.

11.4 Subject to Clause 11.3, the Supplier shall at its sole option either replace or correct such Goods or Services free of charge, or refund the Price of such Goods or Services at the pro rata Contract rate and this shall be the sole and exclusive remedy for the Customer in relation to the defective Goods and/or Services.

LIMITATION OF LIABILITY

12.1 The following provision sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

12.1.1 any breach of these Conditions; and

12.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

12.2 All warranties, conditions and other terms implied by statute or common law or through trade custom or course of dealing are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these Conditions excludes or limits the liability of either party for death or personal injury caused by the other party's negligence or for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law (e.g. for breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 (as amended), Section 2 of the Supply of Goods and Services Act 1982 nor for damage caused by defective products within the meaning of the Consumer Protection Act 1987 Part 1) .

12.4 Subject to Clause 12.3:

12.4.1 the Supplier's total public liability arising in connection with the performance or contemplated performance of the Contract shall be limited to £5,000,000 (five million pounds);

12.4.2 the Supplier's total product liability arising in connection with the performance or contemplated performance of the Contract shall be limited to £5,000,000 (five million pounds);

12.4.3 except as provided in Clauses 12.4.1 and 12.4.2, the Supplier's total liability arising in connection with the performance or contemplated performance of the Contract shall be limited to £50,000 (fifty thousand pounds).

12.5 For the avoidance of doubt there shall be included in the amounts set out in Clauses 12.4.1, 12.4.2 and 12.4.3 all legal and other professional fees, costs and expenses incurred by the Customer in establishing and presenting any claim against the Supplier.

12.6 Whether or not the Customer has been advised of the possibility of such a loss, the Supplier shall not be liable in contract, tort (including negligence), statutory duty or otherwise howsoever for any claim, damage, loss or costs in respect of (whether direct or indirect):

12.6.1 loss of profit;

12.6.2 loss of use;

12.6.3 loss of anticipated contracts and/or savings;

12.6.4 loss of goodwill;

12.6.5 loss of opportunity;

12.6.6 loss of business and/or business interruption; or

12.6.7 any indirect loss or consequential or special loss or damage; and the parties intend that each type of loss under this Clause 12.6 shall be severable in accordance with Clause18.6.

12.7 The Customer acknowledges that the Price of the Goods and Services is determined on the basis of the exclusions and limitations of liability contained in these Conditions. The Customer expressly agrees that these exclusions and liabilities are reasonable because of (amongst other matters) the likelihood that the amount of damages awardable to the Customer for a breach by the Supplier of these Conditions may otherwise be disproportionately greater than the Price for the Services.

13 TERM AND TERMINATION

13.1 The Contract shall come into effect on the Commencement Date and shall continue in force for the Contract Period.

13.2 The Contract may be terminated at any time by the Supplier, with immediate effect from the date of service of a written notice, in circumstances where the Customer fails to make any payment due to the Supplier in accordance with Clause 6 of these Conditions.

13.3 The Contract may be terminated at any time for cause by either party in the following circumstances, with immediate effect from the date of service of a written notice on the other party:

13.3.1 if the other party is in material breach of this Contract, and, if the breach is capable of remedy, that party has failed to remedy such breach within thirty (30) days of receipt of notice to do so;

13.3.2 if the other party becomes Insolvent. For the purpose of these Conditions, " **Insolvent**" shall have the following meaning:

(a) a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction); or

(b) the other becomes subject to an administration order; or

(c) a receiver or administrator is appointed over the whole or part of the other party's business; or

(d) an encumbrancer takes possession of any of the other's property or equipment; or

(e) if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986; or

(f) if a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; or

(g) it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

(h) the other, being an individual or partnership, is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors; or

(i) anything analogous to the events set out in sub clauses (a) to (h) occurs;

13.3.3 if the other party ceases or threatens to cease to carry on all or part of its business.

13.4 On termination of the Contract for any reason:

13.4.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and, in respect of Goods and/or Services supplied for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and

13.4.2 the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights produced from or arising as a result of the performance of the Contract shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all such acts, execute all such documents and enter into all such agreements with third parties as are reasonably necessary to ensure that such rights vest in the Supplier.

15 CONFIDENTIALITY

15.1 Each party shall and shall procure that their employees, agents, representatives and sub-contractors shall keep secret and not disclose any Confidential Information in relation to the other party obtained by reason of the Contract except information which is in the public domain. This Clause 15 shall apply during the continuance of this Contract and after its termination howsoever arising without limitation in time.

16 ASSIGNMENT AND SUBCONTRACTING

16.1 The Customer shall not be entitled to assign, sub-contract or otherwise dispose of the Contract or any part of it without the prior written consent of the Supplier.

16.2 The Supplier may assign or sub-contract all or any part of its obligations under the Contract to any person, firm or company. Where the whole or any part of the Contract is sub-contracted by the Supplier, such sub-contractor shall have the benefit of these Conditions and shall be under no greater liability to the Customer than or in addition to that of the Supplier under the Contract and the Customer agrees with the Supplier that no claim shall be made against a sub-contractor in addition to or in excess of the limitation and/or exclusions of liability as set out in these Conditions.

17 FORCE MAJEURE

17.1 The Supplier reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Services ordered by the Customer (without liability to the Customer) and shall not be liable for any failure to meet its obligations under the Contract if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier including, without limitation; acts of God, governmental actions, war or national emergency, acts of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction , accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), failure of a utility service or transport network, or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, the Customer shall be entitled to give notice in writing to the Supplier to terminate the Contract.

18 GENERAL

18.1 No changes to these Conditions will apply unless they have been agreed to in writing and signed by an authorised signatory of both parties.

18.2 Save where expressly stated to the contrary neither party intends that any third party is to be able to enforce any term of this Contract.

18.3 The Contract (incorporating the Conditions and any Information Sheet provided) constitute the entire agreement between the parties in respect of the supply of Goods and/or Services to the Customer by the Supplier. The Contract replaces any previous agreement or understanding between the parties.

18.4 The Customer expressly acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

18.5 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.

18.6 If any provision of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

18.7 Failure or delay by the Supplier in enforcing or partially enforcing any of its rights or remedies under the Contract will not be construed as a waiver of any of its rights under the Contract and shall not prevent the Supplier from later reasserting such rights or remedies.

18.8 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

18.9 Nothing in the Contract is intended to, or shall operate to, create a partnership or corporate relationship between the parties, or to authorise either party to act as the agent of the other, and neither party shall have the authority to act in the name of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18.10 Any notice to be given under this Contract shall be in writing and shall be delivered or sent by pre-paid first class recorded delivery post or facsimile transmission to the party to be served at that party's registered office marked for the attention of the Company Secretary of that party.

18.11 Any such notice shall be deemed to have been served:

18.11.1 if delivered, at the time of delivery; or

18.11.2 if posted at the expiration of forty eight (48) hours after the envelope containing the same shall have been put in the post; or

18.11.3 if sent by facsimile transmission if transmitted to the recipient's current head office number upon the sender's receipt of a confirmed log out print for the transmission regarding the date time and transmission of all pages provided that a copy of the facsimile transmission is sent by first class recorded delivery post to the registered office of the party to be served with such notice on the same day;

provided that delivery, etc., occurs within normal working hours of the recipient, otherwise such notice shall be deemed to have been served on the next Working Day.

18.12 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

19 CONSUMERS

19.1 Please note that this Clause 19 applies only to Customers when it is entering into the Contract as a consumer. A consumer is someone who is not contracting in the course of business.

19.2 Where the Customer is acting as a consumer under the Unfair Contract Terms Act 1997, the following provisions of these Conditions may, subject to determination by the courts, have no force or effect:

19.2.1 Clause 8.3; and

19.2.2 Clause 9.2.

19.3 Nothing in these Conditions affects your statutory rights.

August 2019