

WESTWOOD PIPELINES LIMITED (trading as egeplast UK)

TERMS AND CONDITIONS OF SALE

The Customer's attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Commencement Date	has the meaning given in clause 2.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 16.8.
Contract	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Customer	the person or firm who purchases the Goods and/or Services from the Supplier.
Delivery Location	has the meaning given in clause 4.2.
Force Majeure Event	has the meaning given to it in clause 15.
Goods	the goods (or any part of them) set out in the Order.
Input	documents, measurements, plans or other materials or specifications and any data or other information provided by the Customer in whatever format relating to the provision of Goods or Services.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and

domain names, rights in get-up , goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation.

Services the services that are ancillary to the provision of the Goods supplied by the Supplier to the Customer as set out in the Order.

Specification any specification for the Goods/Services, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

Supplier Westwood Pipelines Limited (trading as egeplast UK) registered in England and Wales with company number 04613101.

Supplier Materials has the meaning given in clause 8.1.8.

Warranty Period has the meaning given in clause 5.1.

1.2 Interpretation:

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to writing or written includes email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for the period stated on the quotation or, if it is not stated, for a maximum of 30 days from its date of issue. All quotations are made subject to availability of the Goods or related materials at the date of issue. Quotations may be withdrawn at any time.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Customer that is inconsistent with these Conditions.

3. Description

3.1 The Goods and Services are described in the quotation or order acceptance as modified by any applicable Specification. The Supplier's marketing materials do not contain an accurate description of the Goods or Services and should not be relied upon. The Supplier reserves the right to change its marketing materials from time to time without notice to the Customer. The Supplier may correct any typographical or other errors or omissions in any marketing materials, quotation, written acceptance of the Order, or other document relating to the provision of the Goods and/or Services without any liability to the Customer.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

3.4 In the event of a shortage of raw materials or component parts specified in the Contract for use in the production of Goods the Supplier shall be entitled to substitute such other materials as it shall consider reasonably fit for such purpose.

4. Delivery of Goods

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including

the code number of the Goods, where applicable) and special storage instructions (if any).

- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that delivery will take place or the relevant lead time.
- 4.3 Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location. The Customer shall check that the correct quantity of Goods has been delivered. Unless the Customer informs the Supplier otherwise within 3 days from the date of delivery, the delivery note (or similar evidence from the courier) shall be deemed conclusive evidence that the correct quantity and type of Goods has been delivered.
- 4.4 The Customer shall check that the correct quantity and type of Goods has been delivered. Unless the Customer informs the Supplier otherwise within 3 days of the date of delivery, the delivery note (or similar document from the courier) shall be deemed conclusive proof of the quantity and type of Goods that were delivered.
- 4.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event (which for these purposes shall include excessive traffic, traffic incident, road closures or vehicle breakdown) or the Customer's failure to provide the Supplier with access to the Delivery Location, adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 If the Customer fails to accept delivery of the Goods or fails to unload the Goods on arrival at the Delivery Location (**Delivery Refusal**), then, except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- 4.7.1 the Goods shall be deemed to have been delivered;
 - 4.7.2 the Customer shall be liable for the cost of further transport or carriage of the Goods including return of the Goods to the Supplier's premises and re-delivery to the Delivery Location or other agreed location; and
 - 4.7.3 the Supplier shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If 14 days after a Delivery Refusal the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.
- 4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.10 If the Customer receives goods or products from the Supplier in error the Customer agrees to store (at its own expense) such goods or products separately from other goods in a safe and secure manner so as to maintain the resale value of the goods or products, ready for collection by the Supplier.

5. Quality of Goods

- 5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:
- 5.1.1 conform in all material respects with their description and any applicable Specification;
 - 5.1.2 be free from material defects in design, material and workmanship;
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 5.1.4 be fit for any purpose held out by the Supplier.
- 5.2 Subject to clause 5.3, if:
- 5.2.1 the Customer gives notice in writing to the Supplier within 7 days of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days of the time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

- 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods;
and
- 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
 - 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) accepted industry codes of practice regarding the same;
 - 5.3.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer or relying on the Customer's Input;
 - 5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 5.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6. Title and risk**
 - 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
 - 6.2 Title to the Goods shall not pass to the Customer until the later of:

- 6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer; or
- 6.2.2 the Supplier has delivered the Goods to the Delivery Location.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - 6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4; and
 - 6.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (a) the Goods; and
 - (b) the ongoing financial position of the Customer.
- 6.4 The Supplier may recover Goods in which title has not passed to the Customer. The Customer irrevocably licenses the Supplier, its officers, employees and agents, to enter any premises of the Customer (including with vehicles), in order to satisfy itself that the Customer is complying with the obligations in clause 6.3, and to recover any Goods in which property has not passed to the Customer.
- 6.5 At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and, if the Customer fails to do so promptly, the Supplier may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 6.6 The Supplier may, at any time after delivery elect to transfer title in the Goods to the Customer, in which case the Customer shall immediately pay the price for the Goods to the Supplier.

7. Supply of Services

- 7.1 The Supplier shall supply the Services to the Customer in accordance with quotation or order acceptance as modified by any applicable Specification in all material respects.
- 7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Customer's obligations

- 8.1 The Customer shall:
- 8.1.1 ensure that the terms of the Order and any Input and other information it provides in the Specification are complete and accurate;
 - 8.1.2 co-operate with the Supplier in all matters relating to the Goods and Services;
 - 8.1.3 provide the Supplier with such Input, and materials as the Supplier may reasonably require under this Contract and ensure that such information is complete and accurate in all material respects;
 - 8.1.4 prepare the relevant premises for the supply of the Services and receipt of the Goods, if applicable;
 - 8.1.5 provide the Supplier or its sub-contractors or agents full and proper access to the site at which the Services are to be performed or the Goods are to be delivered and shall not hinder said performance or delivery in any way;
 - 8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 8.1.7 comply with all applicable laws, including health and safety laws, and take all such steps as may be necessary to ensure the safety of any of the Supplier's representatives who visit any premises of the Customer;
 - 8.1.8 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own

risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

8.1.9 not deliberately, maliciously or intentionally do any act or thing which may bring the into disrepute or damage the reputation of the Supplier, and the Customer is encouraged to raise complaints or queries regarding the Supplier or the Goods or Services directly with the Supplier; and

8.1.10 comply with any additional obligations as set out in the Specification.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

8.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and

8.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 The price for Goods and Services:

9.1.1 shall be the price set out in the Order; and

9.1.2 unless otherwise expressly agreed in writing by the Supplier, shall be exclusive of all costs and charges of packaging, off-loading, insurance and transport of the Goods, which shall be invoiced to the Customer.

9.2 The Supplier shall be entitled to charge reasonable expenses relating to travel and subsistence if they are necessary or required in the performance of the Services.

- 9.3 If the Customer requires the Goods to be unloaded by the Supplier at the Delivery Location this must be agreed with the Supplier in writing and in advance and the Customer will be liable for any related costs.
- 9.4 The Supplier reserves the right to increase the price by giving notice to the Customer at any time before delivery or completion to reflect any increase in the cost to the Supplier that is due to:
- (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), completion dates, quantities or types of Goods ordered, or the Specification; or
 - (c) any delay caused by any instructions of the Customer in respect of the Goods or or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods or Services.
- 9.5 The Supplier shall invoice the Customer on or after commencement of delivery if the Customer has a live credit account with the Supplier. The Customer shall pay each invoice submitted by the Supplier in full and in cleared funds to a bank account advised in writing by the Supplier.
- 9.6 For all Customers without a live credit account with the Supplier or where the credit account is not applicable to an Order, payment for the Goods and Services must be made in advance to the bank nominated in writing by the Supplier by way of pro forma invoice or otherwise. The Supplier will not proceed with the preparation of the Order until the Supplier has received in full and cleared funds the sums due under the Order into a bank account advised by the Supplier.
- 9.7 Time for payment shall be of the essence of the Contract.
- 9.8 Customer credit accounts and payment terms are subject to agreement and approval by the Supplier and may not be available for all Goods and Services. The Supplier reserves the right, in its sole discretion, to suspend, change or withdraw Customer credit accounts or terms at any time for any reason.

- 9.9 Where a Customer has no live credit account, the credit account has been suspended, or the Goods are non-stock items, specialised or bespoke, the Customer will pay in advance for Goods and Services in accordance with clause 9.6. The provisions of clauses 13.4 and 13.5 shall apply to cancellations of Orders and Contracts for Goods that are non-stock items, specialised or bespoke.
- 9.10 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.11 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.11 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.12 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Goods or Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 10.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Goods and/or Services to the Customer.

11. Confidentiality

- 11.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- 11.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - 11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 12.1 The restrictions on liability in this clause 12 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default or under the indemnity set out in clause 13.4.
- 12.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 12.3.1 death or personal injury caused by negligence;
 - 12.3.2 fraud or fraudulent misrepresentation;
 - 12.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

- 12.3.4 defective products under the Consumer Protection Act 1987.
- 12.4 Subject to clause 12.3, the Supplier's total liability to the Customer shall not exceed:
- 12.4.1 in relation to damage to or loss of tangible property that is covered by the Supplier's insurance and that is caused by the negligence of the Supplier's employees or agents in connection with this Contract, the £2,000,000 for any one occurrence or series of connected occurrences and in the aggregate; or
- 12.4.2 in relation to all other other damage or loss, an amount equal to all sums paid by the Customer and all sums payable under this Contract in respect of Goods and Services actually supplied by the Supplier, whether or not invoiced to the Customer.
- 12.5 No amounts awarded or agreed to be paid under clause 5.2 shall count towards the cap on the Supplier's liability under clause 12.4.
- 12.6 This clause 12.6 sets out specific heads of excluded loss,
- 12.6.1 Subject to clause 12.2 and clause 12.3, clause 12.6.2 excludes specified types of loss.
- 12.6.2 The following types of loss are wholly excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 12.7 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.8 This clause 12 shall survive termination of the Contract.

13. Termination

- 13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 13.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets, or ceasing to carry on business;
 - 13.1.3 the other party suspends, threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 13.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 13.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if:
- 13.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
 - 13.3.2 the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4; or
 - 13.3.3 the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 13.4 Except as set out in clause 13.1, this Contract and any accepted Order may not be cancelled by the Customer except with the agreement in writing of the Supplier and

subject to any cancellation conditions that the Supplier wishes to impose in relation to the cancellation including return of Goods at the Customer's expense, return subject to quality and payment of restocking charges.

- 13.5 Where cancellation is agreed by the Supplier, the Customer shall indemnify the Supplier against all losses, costs (including the cost of all labour and materials used), damages, charges and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by the Supplier as a result of or in connection with the cancellation of the Order or this Contract. For the avoidance of doubt, where the cancelled Order or Contract is for Goods that are non-stock items, specialised or bespoke, the Supplier shall be entitled to retain or recover (as the case may be) from the Customer the full price paid or quoted for such non-stock/special items and the Customer agrees to pay it.

14. Consequences of termination

- 14.1 On termination of the Contract:

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

14.1.2 the Customer shall return all of the Supplier Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

- 14.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

- 14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

15. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

16. General

16.1 **Assignment and other dealings** The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

16.2 Notices.

16.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: sales@westpipes.com

Customer: to the address notified on the Order or from which the Order is received unless the Supplier is notified otherwise in writing.

16.2.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the third day after posting; or

- (c) if sent by email, at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when normal business hours resume.

16.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 16.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

16.4 **Waiver.**

16.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 **Entire agreement.** The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties.

16.9 **Governing law and jurisdiction.** The Contract and any dispute or claim in connection with it shall be construed and governed by English law and the English courts shall have exclusive jurisdiction to determine any dispute or claim between the parties in connection with this Contract or its subject matter or formation.