

COPELAND & CRADDOCK LIMITED

TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

OPERATIVE PROVISIONS:

1. Definitions and Interpretation

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

Additional Charges	any additional charges and expenses (including storage costs and delivery costs) incurred or suffered or to be charged by C&C in providing the Services which are not set out in the Order Confirmation, calculated in accordance with C&C's prevailing rates from time to time;
Applicable Law	the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services;
C&C	Copeland & Craddock Limited (Company Number: 0878151) whose registered office is at Radnor Park Industrial Estate, Back Lane, Congleton, Cheshire CW12 4PX;
Centreless Bar Turning Services	the process of centreless bar turning and ancillary operations including black and bright reeling, sawing and chamfering;
Charges	the charges payable by the Customer to C&C for the provision of the Services;
Collection Date	the date set out in the Order Confirmation for the collection of the Material in accordance with Conditions 3.1 or 3.2 (as applicable);
Collection Address	the address of the UK notified to C&C in the Customer Order where the Material is to be collected from;
Commencement Date	has the meaning set out in Condition 2.2;
Completed Material	the end product of the Material following completion of the Centreless Bar Turning Services;
Conditions	these terms and conditions;
Confidential Information	any and all information of whatever nature disclosed directly or indirectly (whether before or after the date of the Contract and whether

given in writing, verbally or by any other means) by either Party to the other, including any information relating to its business affairs, customers, clients, suppliers, operations, plans or intentions, products and services including databases, software, internet and website products and services, technical information and data, financial information, business strategies, marketing and promotional information, analyses, documents, data, formulae, processes, designs, know-how, specifications, inventions, trade secrets and Intellectual Property Rights, which information is designated in writing to be confidential or proprietary, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary;

Contract	the contract between C&C and the Customer for the supply of the Services in accordance with these Conditions;
Customer	the person or firm purchasing the Services from C&C;
Customer Order	the Customer's order for the Services whether given orally or in writing to C&C or by the Customer delivering the Material to the Site and whether or not any of the foregoing is in response to a Quotation;
Default	shall have the meaning given to the term in Condition 4.8;
Delivery Address	the address of the UK set out in the Customer Order or notified to C&C where the Completed Material is to be delivered to;
Delivery Date	the date for delivery of the Completed Material as the same may be amended in accordance with Condition 4.5;
Event of Force Majeure	any cause preventing C&C from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of C&C including, strikes, lockouts or other industrial disputes (whether involving the workforce of C&C or otherwise), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm or default of suppliers or sub-contractors;
Haulage Services	any collection, transportation and/or delivery services provided by C&C;

Intellectual Property Rights	any and all copyrights, moral rights, related rights, patents, supplementary protection certificates, petty patents, utility models, trade marks, trade names, service marks, design rights, database rights, website rights, semiconductor topography rights, domain name rights, rights in undisclosed information or Confidential Information, rights in get up, goodwill or to sue for passing off, unfair competition rights, and other similar intellectual property rights (whether registered or not) and applications for any such rights as may exist anywhere in the world;
Index	the general index of retail prices (all items excluding food) published monthly in the Digest of Statistics by the UK Central Statistical Office, or, if such index shall cease to be published, such other retail prices index as may be published in substitution for it;
Material	the material provided or to be provided by the Customer to C&C which is to be subject to the Centreless Bar Turning Services;
Order Confirmation	the Customer Order which has been accepted by C&C in accordance with Condition 2.2;
Party	a party to the Contract;
Quotation	a quotation (if any) given by C&C to the Customer setting out an estimate of the Charges and on which the Order Confirmation is based;
Services	the services to be provided by C&C to the Customer in accordance with these Conditions being the Centreless Bar Turning Services and the Haulage Services (if any);
Site	C&C's processing plant at Radnor Park Industrial Estate, Back Lane, Congleton, Cheshire CW12 4PX;
Specification	processing the Material in accordance with the Customer Order and any written Customer instructions which are notified to C&C;
VAT	value added tax chargeable under the Value Added Tax Act 1994 or any other equivalent sales tax;
Working Day	any day other than a Saturday, Sunday or public holiday in England when the clearing banks in the City of London are open for business.

- 1.2. References to **persons** shall include a natural person, company, LLP, corporate, firm, partnership, joint venture, association, trusts, unincorporated bodies and associations and

reference to any Party or person shall include their personal representatives, successors and permitted assigns.

- 1.3. References to the **singular** shall include the **plural** and **vice versa**, and to the **masculine** shall include the **feminine** and **neuter** and **vice versa**.
- 1.4. If there is any inconsistency between these Conditions and the Order Confirmation, the Order Confirmation shall prevail.
- 1.5. References to a **statute** or **statutory provision** is a reference to it as amended, extended or re-enacted from time to time and such statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6. The headings in these Conditions are included for convenience only and shall not affect the interpretation or construction of the Contract.
- 1.7. A reference to **writing** or **written** includes faxes and email.
- 1.8. References to **include**, **includes** and **in particular** or anything similar are illustrative only and none of them shall limit the sense of the words preceding or following them and each of them shall be deemed to incorporate the expression **without limitation**.
- 1.9. Any reference to an **English legal term** for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

2. Basis of the Contract

- 2.1. The Customer Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.
- 2.2. The Customer Order shall only be deemed to be accepted when C&C either confirms in writing or orally to the Customer that it accepts the Customer Order (the **Order Confirmation**) at which point the Contract shall come into existence (**Commencement Date**). If the Customer Order is in response to a Quotation, the Delivery Date shall be such date (if any) as is set out in the Quotation. C&C shall in all other circumstances notify the Customer of the Delivery Date as soon as is reasonably practicable following the Commencement Date. For avoidance of doubt, acceptance of the delivery of Customer Material at the Site will not in itself constitute acceptance of the Customer Order but shall be treated as the Customer's offer to purchase the Services subject to these Conditions.
- 2.3. Any samples, drawings, descriptive matter or advertising material issued by C&C, and any descriptions or illustrations contained in C&C's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or 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 trade, custom, practice or course of dealing.
- 2.5. Any Quotation given by C&C shall not constitute an offer capable of acceptance and is only valid for a period of 30 days from its date of issue.

3. Collection of the Materials

- 3.1. Where C&C has agreed to provide the Haulage Services to the Customer for collection of the Material, the Customer shall ensure that:

- 3.1.1. the Material is available for collection at the date and time provided by C&C;
 - 3.1.2. C&C, its employees, agents and subcontractors shall have such access to the Collection Address as is required by C&C to facilitate the collection and loading of the Material onto the vehicle; and
 - 3.1.3. it has a sufficient number of appropriately trained members of staff available to assist with the loading of the Material onto the vehicle.
- 3.2. Where C&C is providing the Haulage Services, risk in the Materials shall pass to C&C on collection of the Material from the Collection Address in accordance with Condition 3.1. Notwithstanding the foregoing, C&C's liability in relation to such risk shall be limited to C&C's insurance cover in place for such risk at the relevant time.
- 3.3. Where the Customer does not require the Haulage Services, the Customer is responsible for delivering the Material to the Site on the date and at the time agreed with C&C. Risk in the Material shall pass to C&C upon delivery of the Material to the Site in accordance with this Condition 3.3. Notwithstanding the foregoing, C&C's liability in relation to such risk shall be limited to C&C's insurance cover in place for such risk at the relevant time.

4. Delivery of the Completed Materials

- 4.1. Where C&C has agreed to provide the Haulage Services to the Customer for delivery of Completed Materials, the Customer shall ensure that:
- 4.1.1. C&C, its employees, agents and subcontractors shall have such access to the Delivery Address as is required by C&C to facilitate the unloading and delivery of the Completed Material; and
 - 4.1.2. it has a sufficient number of appropriately trained members of staff available to assist with the unloading of the Completed Material.
- 4.2. C&C shall ensure that delivery of the Completed Material is accompanied by a delivery note which shows the date of the delivery, all relevant Customer and C&C reference numbers, the type and quantity of the Completed Material and special storage instructions (if any).
- 4.3. Where C&C is providing the Haulage Services, delivery of the Completed Material shall be completed upon the Completed Material's arrival at the Delivery Address. Risk in the Completed Materials shall pass to the Customer upon delivery in accordance with this Condition 4.3.
- 4.4. Where the Customer does not require the Haulage Services, the Customer is responsible for collecting the Completed Material on the date and at the time notified by C&C to the Customer from the Site and in accordance with any other requirements as are notified by C&C to the Customer. Delivery of the Completed Material shall be completed once C&C notifies the Customer that the Completed Material is ready for collection. Risk in the Completed Material shall pass to the Customer upon C&C notifying the Customer that the Completed Material is available for collection.
- 4.5. C&C shall notify the Customer if C&C needs to alter the Delivery Date and provide the Customer with details of the new date for delivery of the Completed Material; any such new date shall for the purpose of the Contract be the Delivery Date.
- 4.6. C&C may deliver the Completed Material by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or Default in an instalment of Completed Material shall not entitle the Customer to cancel any other instalment.

- 4.7. If the Customer fails to accept delivery of the Completed Material in accordance with Conditions 4.3 or 4.4 (as applicable), then C&C shall contact the Customer and arrange a further delivery date and shall store the Completed Material for up to one month from the date C&C contacted the Customer pursuant to this Condition. C&C shall be entitled to issue an invoice to the Customer for its Additional Charges arising under this Condition. If the Customer fails to take possession of the Completed Material within the time period set out in this Condition, C&C shall have the right to sell or otherwise dispose of part or all of the Completed Material and deduct any outstanding Charges or Additional Charges from the proceeds of sale and shall account to the Customer for any excess over the Charges and Additional Charges. However if there are any sums still outstanding in respect of the Charges and or Additional Charges, the Customer shall be liable to C&C for payment of the same on demand.
- 4.8. The Customer shall inspect the Completed Material as soon as reasonably practicable but in any event no later than 5 Working Days of delivery to ensure the Completed Material is free from defects, corresponds with the Specification and is not short in weight (any such failure shall be a **Default**). The Customer shall notify C&C as soon as reasonably practicable but in any event no later than 7 Working Days following delivery of the Completed Material of any suspected Default it has identified with the Completed Material.
- 4.9. The Customer agrees that C&C shall have a reasonable period of time to investigate any suspected Default notified to it in accordance with Condition 4.8. Following investigation of a suspected Default, C&C shall notify the Customer that either:
- 4.9.1. no Default has been identified, in which case C&C shall arrange for the Completed Material to be redelivered to the Customer (at the Customer's cost);
 - 4.9.2. it has identified a Default and provide the Customer with details of any remedial works it intends to carry out in order to remedy the Default and the time periods for such remedial work; or
 - 4.9.3. it has identified a Default but is unable to remedy the same, in which case, the Customer shall be entitled to a refund of an amount equivalent to the Charges paid by the Customer in respect of the Services provided by C&C for the quantity of Completed Material that is the subject of the Default which C&C is unable to remedy.
- 4.10. Notwithstanding anything to the contrary in these Conditions, C&C shall have no liability to remedy a Default which arises as a result of any failure on the part of the Customer to observe and perform its obligations under the Contract or where it relates to a Specification provided or required by customer.

5. Supply of the Services

- 5.1. C&C shall provide the Services with reasonable care and skill.
- 5.2. C&C shall supply the Centreless Bar Turning Services in accordance with the Specification in all material respects.
- 5.3. C&C shall use its reasonable endeavours to meet any dates specified in the Order Confirmation, but any dates quoted for the provision of the Services (including the collection of the Material and delivery of the Completed Material, where C&C is providing the Haulage Services) are given by C&C in good faith based upon information available to C&C, however such dates are not guaranteed and time for delivery of the Services shall not be of the essence.
- 5.4. C&C accepts no liability for delay in the provision of the Services (including the collection of the Material and delivery of the Completed Material, where C&C is providing the Haulage Services) and no delay less than six weeks shall entitle the Customer to repudiate the Contract or to claim damages or compensation in respect of any such delay. C&C will use its

reasonable endeavours to provide the Services and deliver the Completed Materials within six weeks of any dates set out in the Order Confirmation.

- 5.5. The Customer agrees that C&C shall have no liability for any delay that occurs in connection with the supply of the Services to the extent that it results from any act or omission of the Customer or any failure on the part of the Customer to comply with any of its obligations under the Contract and where any such delay arises as a result of any such act, omission or failure on the part of the Customer, then all the dates and times for the provision of the Services including the Delivery Date may be extended to a later date by such amount of time not exceeding twice the period of such delay as C&C shall in its absolute discretion determine. Notwithstanding the foregoing and without limiting its other rights or remedies, where any such delay on the part of the Customer last for one month or longer C&C shall also have the right to suspend the provision of the Services until the Customer remedies such act, omission or failure or terminate the Contract.
- 5.6. The Customer agrees that C&C shall be entitled to issue an invoice for any Additional Charges incurred suffered or arising in respect of the Condition 5.5.
- 5.7. C&C shall have the right to make any changes to the Services and the Specification which are necessary to comply with any Applicable Law or safety requirements, or which do not materially affect the nature or quality of the Services, and C&C shall notify the Customer in any such event.

6. Customer's Further Obligations

- 6.1. The Customer shall:
 - 6.1.1. ensure all Material is clearly identifiable as the Customer's;
 - 6.1.2. ensure that the Order Confirmation and any information it provides for the Specification is complete and accurate;
 - 6.1.3. co-operate with C&C in all matters relating to the Services;
 - 6.1.4. provide C&C with such information and materials as C&C may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.
- 6.2. The Customer agrees to indemnify and keep C&C fully indemnified 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 and other reasonable professional costs and expenses) suffered or incurred by C&C in connection with any claim made against C&C for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with C&C's use of the Material to produce the Completed Material. This Condition 6.2 shall survive termination of the Contract.

7. Charges and Payment Provisions

- 7.1. The Charges for the Centreless Bar Turning Services and the Charges for Haulage Services shall be at C&C's standard rates from time to time taking into account the size and quantity of the material and locations of the collection and delivery addresses. C&C shall endeavour to provide an estimate of all Charges payable; however, If any information provided by the Customer is incorrect or inaccurate or if any material supplied by the Customer does not conform to the details for the Material or the Collection Address or Delivery Address provided at the time the Quotation is given or the Customer Order is accepted, C&C shall not be obliged to provide the Services or where C&C agrees to provide the Services in respect of such material or Haulage Service for such new locations, may charge the Customer Additional Charges for the provision of the same.

- 7.2. C&C reserves the right to increase the Charges or charge Additional Charges, by giving notice to the Customer at any time before delivery of the Completed Materials, to reflect any increase in the cost of the Services to C&C that is due to:
- 7.2.1. any factor beyond the control of C&C (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or
 - 7.2.2. any request by the Customer to change the Delivery Date(s), Delivery Address (if applicable), quantities or types of Material or the Specification.
- 7.3. Subject to Condition 7.6, C&C shall invoice the Customer for the Charges upon delivery of the Completed Material.
- 7.4. The Customer shall pay C&C's invoices for all Charges including any Additional Charges within 30 days of the date of the invoice.
- 7.5. Time for payment shall be of the essence of the Contract.
- 7.6. C&C reserves the right to require payment of the Charges and any Additional Charges prior to delivery of the Completed Material and C&C shall have a lien over the Completed Material until payment of the Charges and any Additional Charges has been made by the Customer in full.
- 7.7. All amounts payable by the Customer under the Contract are exclusive of Value Added Tax which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.
- 7.8. If any sums payable under the Contract are not paid by their due date then, without prejudice to the other rights and remedies of C&C, C&C reserves the right to charge interest on such sum on a daily basis (both before and after judgement) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 4% per annum above the base rate from time to time of NatWest Bank plc or 8% per annum, whichever is the higher, compounded quarterly. The Customer shall pay the interest together with the overdue amount.
- 7.9. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except deduction or withholding required by law) and the Customer shall not be entitled to assert any credit, set off or counterclaim against C&C in order to justify withholding payment of any such amount in whole or in part. C&C may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by C&C to the Customer.

8. Confidentiality

- 8.1. Each Party undertakes to the other at all times to:
- 8.1.1. keep confidential and secret, all Confidential Information of the other Party and take all measures as are necessary to ensure the confidentiality of such Confidential Information at all times;
 - 8.1.2. only use the other Party's Confidential Information wholly, necessarily and exclusively for the purpose of the Contract and not exploit (whether for commercial gain or otherwise) or use any Confidential Information of the other Party for any other purpose whatsoever; and
 - 8.1.3. only permit access to the other Party's Confidential Information to such of its employees, officers, agents, representatives and advisers who have a genuine need to know such Confidential Information and inform each of such employees, officers,

agents, representatives and advisers of the confidential nature of the Confidential Information and of its obligations in respect of the same.

- 8.2. The obligations of confidentiality detailed in Condition 8.1 shall not apply to any Confidential Information which the other Party can show:
- 8.2.1. was in its possession and at its free disposal before such Confidential Information was imparted or disclosed to it;
 - 8.2.2. is independently developed by any servant, agent or employee of it without access to or use or knowledge of the Confidential Information and to whom no disclosure of the Confidential Information has been made (whether directly or indirectly);
 - 8.2.3. is or subsequently comes into the public domain other than by breach of the other Party's obligations under the Contract; or
 - 8.2.4. the disclosure of the Confidential Information is required by law, by regulation or by order of a court of competent jurisdiction (including any regulatory or governmental body or securities exchange) provided that unless otherwise required by law the Party whose Confidential Information it belongs to is given not less than 2 Working Days' notice of the intended disclosure and that any such disclosure made takes account of C&C's requirements as to the timing, content and manner of the disclosure.
- 8.3. Each of the Parties undertakes to the other Party to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Condition 8.1 by its employees, officers, agents, representatives and advisers.
- 8.4. Without prejudice to the generality of Condition 8.2.3, information shall not be deemed to be in the public domain by reason only that it is known to only a few of those people to whom it might be of commercial interest, and a combination of two or more portions of the Confidential Information shall not be deemed to be in the public domain by reason only of each separate portion being so available.

9. Event of Force Majeure

- 9.1. C&C shall not be deemed to be in breach of the Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to an Event of Force Majeure.
- 9.2. If C&C's performance of its obligations under the Contract is affected by an Event of Force Majeure:
- 9.2.1. it shall give written notice to the Customer, specifying the nature and extent of the Event of Force Majeure, within 5 Working Days of becoming aware of the Event of Force Majeure, and will at all times use reasonable endeavours to mitigate the severity of the Event of Force Majeure; and
 - 9.2.2. subject to the provisions of Condition 9.3, the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event.
- 9.3. If the Event of Force Majeure continues for more than 3 months, C&C may give notice in writing to the Customer to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than 15 Working Days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.

10. Limitation of Liability

- 10.1. Nothing in these Conditions limits or excludes C&C's liability for:
 - 10.1.1. death or injury resulting from or caused by its own negligence or that of its employees, agents or sub-contractors;
 - 10.1.2. fraud or fraudulent misrepresentation; or
 - 10.1.3. breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 10.2. Subject to Condition 10.1, C&C shall not be liable to the Customer (or any person claiming through or under the Customer) whether in contract, tort (including negligence) for breach of statutory duty, or otherwise arising under or in connection with the Contract for:
 - 10.2.1. special damage even though C&C was aware of the circumstances in which such special damage could arise;
 - 10.2.2. loss of profits;
 - 10.2.3. loss of turnover;
 - 10.2.4. loss of anticipated savings;
 - 10.2.5. loss of sales or business;
 - 10.2.6. loss of goodwill;
 - 10.2.7. loss of data or information;
 - 10.2.8. damage to reputation; or
 - 10.2.9. a claim that the Completed Material is not fit for purpose (whether or not the Customer made C&C aware of a particular purpose).
- 10.3. Subject to Conditions 10.1 and 10.2, the total liability of C&C to the Customer (or any person claiming through or under the Customer) in respect of all other losses arising under or in connection with the Contract whether in contract, tort (including negligence) for breach of statutory duty, or otherwise shall be limited to 125% of the total Charges paid by the Customer for the Services.
- 10.4. If a number of claims give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under the Contract.
- 10.5. C&C shall have no liability to the Customer in respect of any claim unless the Customer shall have served notice of the same upon C&C within 3 months of the date the Customer became aware or ought to have become aware of the consequences of the claim
- 10.6. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.7. The Customer declares and acknowledges that it has considered the provisions of this Condition 10 in detail including each of the limitations on liability contained in Conditions 10.2 to 10.6 (inclusive) and considers them reasonable in the circumstances having taken into account among other factors the subject matter of the Contract and having obtained or had the opportunity to obtain independent legal advice on the same.
- 10.8. This Condition 10 shall survive termination of the Contract.

11. Termination

- 11.1. The Contract shall commence on the Commencement Date and shall continue until completion of the Services unless terminated in accordance with this Condition 11.
- 11.2. The Contract may be terminated immediately by notice in writing by C&C if:
- 11.2.1. the Customer commits any material breach of any term of the Contract which is not capable of remedy;
 - 11.2.2. the Customer commits a material breach of any form of the Contract which is capable of remedy, and the Customer fails to remedy the same within 30 days of a written notice from C&C giving particulars of the breach and requiring it to be remedied;
 - 11.2.3. the Customer has failed to pay any Charges, Additional Charges or other monies due to C&C under the Contract or any other contract or agreement it has with C&C;
 - 11.2.4. the Customer 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 or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) 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;
 - 11.2.5. the Customer 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 (where a company) 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 the Customer;
 - 11.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 11.2.7. the Customer (being an individual) is the subject of a bankruptcy petition or order;
 - 11.2.8. 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;
 - 11.2.9. 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 Customer (being a company);
 - 11.2.10. the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 11.2.11. a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
 - 11.2.12. any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 11.2.4 to Condition 11.2.11 (inclusive);
 - 11.2.13. the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

- 11.2.14. the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 11.3. Without limiting its other rights or remedies, C&C may suspend the supply of Services or all further deliveries of the Completed Materials under the Contract or any other contract between the Customer and C&C if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Condition 11.2, or C&C reasonably believes that the Customer is about to become subject to any of them.

12. Consequences of Termination

- 12.1. On termination of the Contract (howsoever arising):
- 12.1.1. the Customer shall immediately pay to C&C all of C&C's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, C&C shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- 12.1.2. C&C shall have a lien over the Material and/or Completed Material, in whole or part, (and whether the Services have been performed in whole or part) until the Customer has paid all invoices in accordance with Condition 12.1.1.
- 12.2. The termination of the Contract howsoever arising shall be without prejudice to any other rights or remedies a Party may be entitled to under the Contract or at law and shall not affect the accrued rights, obligations or liabilities of either Party nor the coming into or continuance in force of any provision of the Contract which is expressly or by implication, intended to come into or continue in force on or after such termination.

13. Currency

- 13.1. Where the Services are invoiced in one currency but payment pursuant to Condition 7 is made in another, the currency exchange rate will be the official rate of exchange in London at the close of business on the date of the invoice.
- 13.2. Any amount due under these Conditions in any currency other than sterling shall be converted into sterling at the official rate of exchange in London at the close of business on the date of the invoice.

14. Warranties

Except as expressly set out in these Conditions, all warranties, conditions terms and undertakings, express or implied, statutory or otherwise are excluded from the Contract to the fullest extent permitted by law.

15. Assignment

- 15.1. C&C may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 15.2. The Customer may not assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by C&C under or in connection with the Contract) or delegate the burden of the Contract or otherwise sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under these Conditions hold the benefit of the Contract on trust for any other person without the prior written consent of the C&C.

- 15.3. References in these Conditions to a Party shall, except where the context requires otherwise, include its successors in title and permitted assigns.

16. Notices

- 16.1. Any notice to be given by a Party under these Conditions must be in writing in the English language and signed by or on behalf of the Party giving it. It shall be delivered by hand or sent by first class post to the other Party at the address given in these Conditions or as otherwise notified to the other Party in writing from time to time.

- 16.2. For the purposes of Condition 16.1:

16.2.1. C&C's details are as set out in these Conditions; and

16.2.2. the Customer's details are as set out in the Customer Order.

- 16.3. Any such notice shall be deemed to have been received:

16.3.1. if delivered by hand, at the time the notice is left at the address or given to the addressee; or

16.3.2. in the case of pre-paid first class UK post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or

16.3.3. in the case of pre-paid airmail, 9.00 am on the fifth Working Day after posting or at the time recorded by the delivery service.

- 16.4. A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purposes of calculating deemed receipt:

16.4.1. all references to time are to local time in the place of deemed receipt; and

16.4.2. if deemed receipt would occur on any day other than a Working Day, deemed receipt is 9.00 am on the next Working Day.

17. Entire agreement

- 17.1. These Conditions and the Order Confirmation contain the entire understanding between the Parties in relation to the subject matter of the Contract and supersede all (if any) subsisting agreements, arrangements, understandings, negotiations, discussions or correspondence (written or oral, express or implied) relating to the same.

- 17.2. Each Party acknowledges that in entering into the Contract it has not relied on any warranty, representation or undertaking (whether made innocently or negligently) which is not contained in or specifically incorporated into these Conditions. Each Party agrees and acknowledges that its only remedy in respect of those representations, statements, assurances or warranties set out in these Conditions will be for breach of contract, in accordance with the terms of these Conditions, provided always that nothing in this Condition 17 shall exclude or limit the liability of a Party to the other Party for any fraudulent misrepresentation or warranty fraudulently given and upon which the other Party can prove it has placed reliance.

18. Costs and expenses

- 18.1. Each Party shall pay the legal and other costs and expenses incurred by it in connection with the preparation, negotiation and completion of the Contract and all ancillary documents.

19. Variation

No variation of the Contract shall be effective unless it is in writing and signed by C&C.

20. Third party rights

A person who is not a Party to the Contract shall not have any rights to enforce its terms.

21. Waiver

A failure, delay or neglect by either Party to exercise any right or remedy or enforce any of the provisions of the Contract shall not be construed or deemed to be a waiver or continuing waiver of that Party's rights or remedies, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22. No partnership

The Parties agree that nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between them, constitutes any Party the agent of the other Party, nor authorises any Party to make or enter into any commitments for or on behalf of the other Party.

23. Severance

23.1. If any of the provisions of the Contract shall be declared invalid or unenforceable in whole or in part by any competent court or other authority whose decisions shall have the force of law binding on the Parties, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions shall not be affected.

23.2. If the invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and to that greatest extent possible achieves the Parties original commercial intention.

24. Governing Law and Jurisdiction

24.1. These Conditions and any dispute arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

24.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

