

TERMS AND CONDITIONS FOR SUPPLY OF GOODS & SERVICES

1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:

the Client: the person(s), firm or company who purchases the Goods and/or Services from the Company;

the Company: Industrial Purification Systems Limited a company registered in England and Wales under company number 01672816;

Contract: any contract between the Company and the Client for the sale and purchase of the Goods and/or the supply of Services, incorporating these Conditions;

Daily Fee Rates: the daily fee rate agreed between the parties in respect of the supply of Services to the Client under the Contract.

Documents: includes, in addition to a document in writing any map plan graph drawing or photograph any film negative tape or other device embodying visual images and any disc tape or other device embodying any other data

Delivery Point: the place where delivery of the Goods and/or Services is to take place under condition 4;

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

Input Material: means any Documents intellectual property or other materials and any information provided to the Company in relation to the Company's provision of the Services

Licensed Purposes: the specific purposes for which the Company grants rights to use its intellectual property in favour of the Client as set out in the Contract

Re-engineered Goods: any plant kit or equipment which the Company re-engineers or modifies in conjunction with the supply of Services to the Client

Services: any services agreed in the Contract to be supplied to the Client by the Company

1.2 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these conditions headings will not affect the construction of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Client's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and supplies and any variation to these conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a serving director of the Company. Nothing in this condition will exclude or limit the company's liability for fraudulent misrepresentation.

2.4 Each order for Goods and/or Services by the Client from the Company shall be deemed to be an offer by the Client to purchase Goods and/or Services subject to these conditions.

2.5 No order placed by the Client shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods and/or provides the Services to the Client.

2.6 The Client must ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no contract will come into existence until the Company despatches an acknowledgement of order to the Client. Subject to condition 7.2 any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

3.1 The description of the Goods and/or Services shall be as set out in the Company's quotation.

3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They will not form part of this Contract.

3.3 The Company reserves the right to at any time and without notifying the Client make any changes to the Goods and/or Services that are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Goods or Services.

4. DELIVERY OF GOODS

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place when the Goods are made available to be unloaded at the Client's place of business, within the United Kingdom in accordance with Condition 4.6

4.2 The Client will take delivery of the Goods within 5 days of the Company giving it notice that the Goods are ready for delivery.

4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time, which for the purposes of these conditions shall be not less than 12 weeks from the issue of acknowledgement of Contract by the Company under condition 2.5

4.4 Subject to the other provisions of these conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor will any delay entitle the Client to terminate or rescind the Contract unless such delay exceeds 180 days.

4.5 If for any reason the Client will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Goods will pass to the Client (including for loss or damage caused by the Company's negligence);

(b) the Goods will be deemed to have been delivered; and

(c) the Company may store the Goods until delivery whereupon the Client will be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 The Client will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for unloading the Goods. For the avoidance of doubt:

(a) The Company shall not be under any obligation to provide any equipment or labour required to assist the Client in unloading the Goods;

(b) The Company shall not be required to provide service beyond the Delivery Point to assist in unloading the Goods but if any such service is provided by the Company or its agent it shall be at the sole risk of the Client who shall indemnify the Company against all claims and demands whatever which could not have been made if such service had not been given

(c) In the event that no safe and adequate access or no adequate unloading facilities are provided at the Delivery Point then delivery in accordance with Condition 4.1 shall be deemed to have occurred on receipt of notice (as provided in accordance with Condition 19) of delivery at the Client's premises to the Client whereupon all risk in respect of the Goods shall immediately pass to the Client in accordance with Condition 6.1 and the Client shall be responsible for and shall indemnify the Company in respect of any costs of storage or additional carriage fees resulting from the Client's failure to unload the Goods.

4.7 If the Company delivers to the Client a quantity of Goods of up to 5% more or less than the quantity accepted by the Company the Client shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the *pro rata* Contract rate.

4.8 Where applicable the Client shall promptly obtain all necessary import licenses, clearances and other consents necessary for the purpose of the Goods. The Company shall promptly upon request supply all documents reasonably required by the Client for this purpose.

5. NON-DELIVERY OF GOODS

5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Client on delivery unless the Client can provide conclusive evidence proving the contrary.

5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 3 days of the date when the Goods would in the ordinary course of events have been received.

5.3 Without prejudice to condition 5.2 any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the *pro rata* Contract rate against any invoice raised for such Goods.

6. RISK/TITLE OF GOODS

6.1 The Goods are at the risk of the Client from the time of delivery as specified in Condition 4.1.

6.2 Ownership of the Goods shall not pass to the Client until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Goods; and
- (b) all other sums which are or which become due to the Company from the Client on any account.

6.3 Until ownership of the Goods has passed to the Client, the Client must:

- (a) hold the Goods on a fiduciary basis as the Company's bailee;
- (b) store the Goods (at no cost to the Company) separately from all other goods of the Client or any third party in such a way that they remain readily identifiable as the Company's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Client shall produce the policy of insurance to the Company; and

(e) hold the proceeds of the insurance referred to in condition 6.3(d) on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

(f) not (and shall procure that third party shall) annex the Goods to any plant or machinery or to the Client's premises without the prior written consent of the Company.

6.4 The Client may resell the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Client's business at full market value; and
- (b) any such sale shall be a sale of the Company's property on the Client's own behalf and the Client shall deal as principal when making such a sale.

6.5 The Client's right to possession of the Goods shall terminate immediately if:

(a) the Client has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Client or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client; or

(b) the Client suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performance any of his/its obligations under the Contract or any other contract between the Company and the Client, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Client ceases to trade; or

(c) the Client encumbers or in any way charges any of the Goods.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Client grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.

7. PRICE OF GOODS

7.1 Unless otherwise agreed by the Company in writing (including for the avoidance of doubt a written quotation accepted by the Client) the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery, and shall be on an ex works basis and exclude all packaging and transport.

7.2 Where the Company has provided a written quotation which has been accepted by the Client in accordance with condition 2.7 the price for the Goods shall be as set out in the quotation save that the Company may give notice to the Client at any time up to 7 days prior to delivery of any increase in the quoted price of the Goods to reflect any increase in the cost to the Company which is due to factors occurring after the making of the Contract which are beyond the reasonable control of the Company (including without limitation, foreign exchange fluctuations, taxes and duties, costs of labour, materials and other manufacturing costs) provided that the Client may cancel this contract within 5 days of any such notice from the Company.

7.3 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Client will pay in addition when it is due to pay for the Goods.

7.4 Any packing used for transport of the Goods shall be invoiced at cost price and the Company does not wish the packing to be returned and will not accept return of the same.

8. PRICE AND PERFORMANCE OF SERVICES

8.1 The Company shall receive the price calculated in Daily Fee Rates for the Services as set out in the Contract and agreed between the parties or as provided by a written quotation which has been accepted by the Client in accordance with Condition 2.7. In addition the Company shall be entitled to receive such expenses and or additional sums as may be specified in the Contract.

8.2 "Daily Fee Rates" are calculated on the basis of a 7 hour day worked between the hours of 9.00am and 5.00pm. Any part or longer days worked shall be charged on a pro rata basis.

8.3 Any estimate given by the Company of the price or total time involved to complete a task is given in good faith but shall not bind the Company and in no circumstances whatsoever shall time of performance of the Services by the Company be of the essence.

8.4 Subject to the other provisions of these Conditions and without prejudice to Condition 8.3 the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the performance of the Services (even if caused by the Company's negligence) nor will any delay entitle the client to terminate or rescind the Contract unless such delay exceeds 180 days.

9. PAYMENT

9.1 The Client shall be liable for and the following payments shall fall due in respect of:

- (a) the price of the Goods:
 - (i) where the price of the Goods is £9,000 or more as to one third of the price for the Goods to be paid on issue of the written acknowledgement of Contract issued by the Company in accordance with condition 2.5; one third of the price 4 weeks prior to the estimated date of delivery as set out in the acknowledgement of contract and the balance owed to the Company in respect of the Goods on delivery;
 - (ii) where the price of the Goods is less than £9,000 but more than £250 the whole of the price owed to the Company in respect of the Goods on delivery; or
 - (iii) where the price of the Goods is £250 or less as to the full amount owing on issue of the written acknowledgement of Contract issued by the Company in accordance with Condition 2.5

(b) the price of the Services in accordance with the frequency of invoicing agreed between the parties or in default thereof the Client shall be invoiced monthly in arrears and payment shall be due within 7 days of invoice.

9.2 Time for payment shall be of the essence.

9.3 No payment shall be deemed to have been received until the Company has received cleared funds.

9.4 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

9.5 The Client shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client.

9.6 If the Client fails to pay the Company any sum due pursuant to the Contract the Client will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of National Westminster Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

9.7 If the Client fails to pay the Company any sum due pursuant to the Contract without prejudice to any of the Company's other rights the Company may:

- (a) Suspend or cancel deliveries of any Goods or the supply of any Services due to the Client and/or;
- (b) Appropriate any payment made by the Client to such of the Goods and/or Services (or Goods supplied and/or Services under any other Contract with the Client) as the Company may in its sole discretion think fit.

10. QUALITY

10.1 Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Client the benefit of any warranty or guarantee given to the Company.

10.2 The Company warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of 12 months from the date of delivery, the Goods and the Re-engineered Goods (as applicable) will:

- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1994; and
- (b) be reasonably fit for any particular purpose for which the Goods and/or the Re-engineered Goods are being bought (or re-engineered or modified as the case may be) if the Client had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Client to rely on the skill and judgement of the Company.

For the purposes of this clause 10 in relation to Re-engineered Goods only the term "delivery" shall mean completion of the re-engineering or modification to the plant, kit or equipment as appropriate.

10.3 The Company shall not be liable for a breach of any of the warranties in condition 10.2 unless:

- (a) the Client gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within 5 days of the time when the Client discovers or ought to have discovered the defect; and
- (b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and/or Re-engineered Goods and the Client (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there or in the case of Re-engineered Goods so returns them or makes the same available to the Company to examine on site.

10.4 The Company shall not be liable for a breach of any of the warranties in condition 10.2 if:

- (a) the Client makes any further use of such Goods and/or Re-engineered Goods after giving such notice; or
- (b) the defect arises because the Client failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and/or Re-engineered Goods or (if there are none) good trade practice; or
- (c) the Client alters or repairs such Goods and/or Re-engineered Goods without the written consent of the Company.

10.5 Subject to conditions 10.3 and 10.4, if any of the Goods and/or Re-engineered Goods do not conform with any of the warranties in condition 10.2 the Company shall at its option repair or replace such Goods and/or Re-engineered Goods (or the defective part) or in the case of Goods only refund the price of such Goods at the *pro rata* Contract rate provided that, if the Company so requests, the Client shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

10.6 If the Company complies with condition 10.5 it shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Goods and/or Re-engineered Goods as appropriate.

10.7 Any Goods replaced will belong to the Company and any repaired or replacement Goods and repaired Re-engineered Goods will be guaranteed on these terms for the unexpired portion of the 12 month period.

10.8 The Company shall use all reasonable care in the provision of the Services which shall be performed in a professional manner by qualified professional personnel and any Services supplied shall conform with the standards generally observed in the industry for similar Services.

11. INTELLECTUAL PROPERTY

11.1 The specifications and designs of the Goods (including the copyright, design rights or other intellectual property in them) shall as between the parties be the property of the Company. Where any design or specifications have been supplied by the Client for manufacture by the Company or to the order of the Client then the Client warrants that the use of those designs or specifications for manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

11.2 Without prejudice to condition 11.1 all specifications patterns drawings photographs samples and information provided by the Company to the Client shall remain the exclusive property of the Company and shall not be disclosed by the Client to any third party without the Company's written consent.

11.3 All plant and equipment provided by the Company to the Client shall remain the exclusive property of the Company and shall be maintained in good order and condition while in the Client's possession or control and shall be insured by the Client in the name of the Company on an "all risks" basis for their full replacement cost.

11.4 The Client shall not use the Company's property referred to in conditions 11.2 and 11.3 nor allow it to be used for any purpose other than the supply of Goods and/or Services in accordance with the Contract.

11.5 The Company shall clearly mark the Company's property so that it is clearly identified and identifiable as belonging to the Company and the Client shall not deface, obliterate or remove such identifying marks. The Client shall permit the Company to enter the premises where the Company's property is kept to inspect and/or take possession of the Company's property.

11.6 All copyright and any other intellectual property rights generated as a result of the Services including without limitation any software shall belong to the Company absolutely. The Company grants a right to the Client to use and where necessary copy (but not sell or sublicense) on a non-exclusive basis any material generated under this Agreement to which intellectual property rights attach in favour of the Company for the purposes of utilising the Services for the Licensed Purposes.

12. CONFIDENTIALITY

12.1 Any confidential information relating to either party or its suppliers agents distributors subscribers or customers which comes into the possession of the other party as a result of the operation of the Contract shall be treated as confidential and shall not be disclosed to any person other than employees of such party requiring such information in pursuance of the Contract without the prior written consent of the party to whom it relates.

12.2 Each party will ensure that employees involved with this Contract are aware of and comply with the provisions of this clause. This clause shall not apply to any information which is in or comes into the public domain other than by a breach of this Condition.

12.3 This obligation of confidentiality will survive termination or expiry of the Contract.

13. CLIENT'S DUTIES

13.1 The Client shall fully indemnify the Company against all costs, claims, damage, expenses and liabilities whatsoever including without limitation personal injury damage to the property and loss of profit directly or indirectly arising out of or relating to any cancellation or other breach of the Contract for the supply of Goods and/or Services howsoever arising other than by the Company.

13.2 The indemnity referred to in condition 13.1 shall include any claim brought against the Company by any third party arising out of or in connection with the Goods Re-engineered Goods and/or Services unless and to the extent that such claim has been brought about by the Company's own default or breach of duty.

13.3 The Client shall nominate a representative to liaise with and provide without charge the provisions of all facilities documents and any items and material necessary for the Services within such time as to enable the Services to be carried out in time and shall procure that the Company and/or its agents have free and unrestricted access to all sites necessary and desirable to enable the performance of the Services.

13.4 The Client warrants that:

(a) the Input Material supplied by the Client to the Company is accurate and complete in all respects and sufficient to allow the Company to provide the Services in accordance with the Contract; and

(b) the use of any Input Material for the purpose of providing or in connection with the Services will not infringe the copyright moral rights or so far as the Client is aware any other rights of any third party.

14. LIMITATION OF LIABILITY

14.1 Subject to condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:

(a) any breach of these conditions; and

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

14.2 All warranties, conditions and other terms implied by statute or common law (save for in respect of Goods the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

14.4 SUBJECT TO CONDITIONS 14.2 AND 14.3:

(a) **THE COMPANY'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE AMOUNT RECEIVED BY THE COMPANY UNDER THE CONTRACT; AND**

(b) **THE COMPANY SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR IN CONNECTION WITH THE CONTRACT.**

15. ASSIGNMENT

15.1 The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

15.2 The Company may assign the Contract or any part of it to any person, firm or company.

16. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or performance of Services or to cancel the Contract or reduce the volume of the Goods ordered by the Client or Services to be performed by the Company (without liability to the Client) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. Provided that, if the event in question continues for a continuous period in excess of 180 days, the Client shall be entitled to give notice in writing to the Company to terminate the Contract.

17. TERMINATION AND CANCELLATION

17.1 The Company shall (without limiting any other remedy) have the right to terminate the Contract in respect of the supply of Services only by giving written notice to the Client if:

(a) the Client commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so; or

(b) the Client has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver and/or manager administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the

Insolvency Act 1986) or a resolution is passed or a petition presented to any court for the winding up of the Client or for the granting of an administration order, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client; or

(c) the Client suffers or allows any execution whether legal or equitable to be levied on his/its property or obtained against him/it or fails to observe/performance any of his/its obligations under the Contract or any other Contract between the Company and the Client or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Client ceases to trade.

18. GENERAL

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

18.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

18.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

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

18.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

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

19. COMMUNICATIONS

19.1 All communications between the parties about this Contract must be in writing (which shall be deemed to include digital information containing ordinary text) and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission or sent by electronic transmission subject to an 'e-signature' under the Electronic Communications Act 2000:

(a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Client by the Company; or

(b) (in the case of the communications to the Client) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Client set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Client.

19.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

(b) if delivered by hand, on the day of delivery;

(c) if sent by facsimile transmission or electronic transmission on a working day prior to 4.00 p.m., at the time of transmission and otherwise on the next working day.