

Below details the terms and conditions for Sunray Engineering Limited for the purchase of goods and services.

NOTE: The following **SUNRAY ENGINEERING LIMITED** General Terms and Conditions (the "Conditions") shall apply to all purchase orders, unless otherwise specifically agreed in writing by both parties:

*Alternative terms and conditions may be applied for certain high value contracts, or for works or services contracts. These will be specified on the relevant Purchase Order or referred to in any applicable tender documents that are referred to on the Purchase Order.

1. Definitions

In these Conditions the following words shall have the following meanings:

- 1.1 'Buyer' means Sunray Engineering Limited, its subsidiaries and/or associates or the person named as such on the Purchase Order.
- 1.2 'Contract' means the contract between the Buyer and the Seller consisting of the Purchase Order, these Conditions and any other Documents (or parts thereof) specified in the Purchase Order.
- 1.3 'Deliverables' means all Documents, products and materials developed by the Seller or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).
- 1.4 'Documents' includes, without limitation, in addition to any document in Writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- 1.5 'Goods' means all goods specified by the Purchase Order.
- 1.6 'Intellectual Property Rights' means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 1.7 'Packages' includes bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.
- 1.8 'Purchase Order' means the Buyer's Purchase Order that specifies that these Conditions apply to it, and to which these Conditions are attached.
- 1.9 'Pre-existing Materials' all Documents, information and materials provided by the Seller relating to the Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications.
- 1.10 'Price' means the price of the Goods and/or charge for Services.
- 1.11 'Seller' means the person, firm or company named as seller on the Purchase Order.
- 1.12 'Services' means all services of whatever nature, to be provided by the Seller to the Buyer and described in the Contract, more particularly described in the Purchase Order.
- 1.13 'Writing' includes facsimile transmission. "Written" shall be construed accordingly.
- 1.14 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. Conditions

- 2.1 The Purchase Order constitutes an offer by the Buyer to purchase Goods and/or Services subject to these Conditions and no variation of these Conditions shall be binding unless agreed expressly in Writing by both Buyer and Seller.
- 2.2 These Conditions shall apply to the exclusion of any other term or condition submitted, proposed or stipulated by the Seller, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.

3. Quality of the Goods

- 3.1 The quantity, quality and description of the Goods shall conform in all respects with the specifications, drawings, samples and patterns specified in the Purchase Order, or any modifications thereof that may be agreed by the Buyer in Writing, and the Buyer shall not be liable for any costs arising from any deviation from the matters so specified in the Purchase Order.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the rules of the Sale of Goods Act 1979, as applicable to the Contract and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

4. Quality of the Services

- 4.1 The Seller warrants to the Buyer that:
 - 4.1.1 The Seller will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
 - 4.1.2 It will observe, and ensure that all employees, consultants, agents and subcontractors which it engages in relation to the Services observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Buyer's premises;
 - 4.1.3 It will notify the Buyer as soon as it becomes aware of any health or safety hazards or issues which arise in relation to the Services;
 - 4.1.4 The Services will conform with all descriptions and specifications provided to the Buyer by the Seller; and
 - 4.1.5 The Services will be provided in accordance with all applicable legislation from time to time in force, and the Seller will inform the Buyer as soon as it becomes aware of any changes in that legislation.
- 4.2 The Buyer's rights under these Conditions are in addition to the statutory terms implied in favour of the Buyer by the Supply of Goods and Services Act 1982 and any other statute.
- 4.3 The provisions of this Condition 4 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial Services provided by the Seller.

5. Delivery/Packaging of the Goods

- 5.1 The Goods shall be delivered, carriage paid, to the Buyer's place of business or to such other place of delivery as is agreed by the Buyer in writing prior to delivery of the Goods. The Seller shall off-load the Goods at its own risk as directed by the Buyer. The Seller shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Seller shall deliver the Goods properly and securely packed during the Buyer's usual business hours in accordance with the instructions shown on the Purchase Order.
- 5.2 The date for delivery shall be specified in the Purchase Order, or if no such date is specified then delivery shall take place within 14 days of the Purchase Order.
- 5.3 Time of delivery of the Goods is of the essence of the Contract.
- 5.4 The Seller shall provide such programmes of manufacture and delivery as the Buyer may require. Each delivery or consignment shall have a packing note quoting, amongst other things, the reference number of the Purchase Order, date of order, number of packages and contents and the Buyer may reject quantities delivered in excess of those stated on the Purchase Order.
- 5.5 If Goods are in any respect incorrectly delivered the Seller shall immediately effect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 5.6 The Seller shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Contract prior to delivery to the Buyer.
- 5.7 The Buyer may reject any Goods which are not in accordance with the Contract and the Buyer shall not be treated as having accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent. The Buyer may return such rejected Goods to the Seller at the Seller's cost and expense.
- 5.8 The Buyer shall have the right to inspect the Goods at the Seller's works and those of its sub-contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Contract. The Seller shall ensure that rights of access, inspection and rejection at the premises of sub-contractors of the Seller are given to the Buyer in sub-contracts between the Seller and the Seller's sub-contractors. Any inspection, checking, approval or acceptance given on behalf of the Buyer shall not relieve the Seller or its sub-contractors from any obligations or liabilities set forth in the Contract.
- 5.9 If the Seller is unable to supply acceptable replacement Goods or Services within the time specified in the Contract, or within any extension of such time as the Buyer may grant in Writing, the Buyer will be entitled to purchase elsewhere other goods or services, as near as is practicable to the same Contract specifications and conditions as circumstances shall permit, but without prejudice to any other right which the Buyer may have against the Seller including, but not limited to, payment by the Seller of any excess costs incurred by the Buyer in doing so. The making of such payment shall not prejudice the Buyer's right of rejection and the Seller shall immediately reimburse the Buyer with an amount equal to that paid by the Buyer in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Buyer shall give the Seller a reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Contract.

6. Price for the Goods/Services

- 6.1 The Price for the Goods shall be stated in the Purchase Order, which shall include all charges for delivery to the Buyer of the Goods, including packaging, insurance and carriage, and shall be exclusive of VAT. The Price shall be fixed and shall not be varied without the prior written consent of the Buyer.
- 6.2 The Price payable in consideration of the Services by the Seller is as set out in the Purchase Order and shall be payable in accordance with Condition 7.1.
- 6.3 The Seller shall maintain complete and accurate records of the time spent and materials used in providing the Services in such form as the Buyer shall approve. The Seller shall allow the Buyer to inspect such records as all reasonable times on request.

7. Terms of Payment

- 7.1 Provided that a nominated employee of the Buyer has signed for Goods or acknowledged adequate performance of the Services the Buyer will make payment to the Seller 45 days from the end of the month of receipt of the invoice received from the Seller.
- 7.2 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra. The correct Purchase Order number must be quoted on all invoices, and the Buyer will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 7.3 The Buyer reserves the right to refuse payment of sums invoiced in excess of the Prices stated in the Purchase Order.
- 7.4 The Buyer reserves the right to set off against the Price any sums owed or becoming due to the Buyer from the Seller.
- 7.5 If any sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at [2]% per annum over HSBC Bank PLC base rate from time to time. The Seller is not entitled to suspend deliveries of the Goods as a result of any sums being outstanding.

8. Sellers Responsibility for the Services

- 8.1 The Seller shall provide the Services in accordance with the Purchase Order and shall allocate sufficient resources to the Services to enable it to comply with this obligation.
- 8.2 The Seller shall meet, and time is of the essence as to, any performance dates specified in the Purchase Order. If the Seller fails to do so, the Buyer may (without prejudice to any other rights it may have):
 - 8.2.1 Terminate the Contract in whole or in part without liability to the Seller;
 - 8.2.2 Refuse to accept subsequent performance of the Services which the Seller attempts to make;
 - 8.2.3 Purchase substitute services from elsewhere;
 - 8.2.4 Hold the Seller accountable for any loss and additional cost incurred; and
 - 8.2.5 Have all sums previously paid by the Buyer to the Seller under the Contract refunded by the Seller.
- 8.3 If Services are provided by the Seller otherwise than in accordance with the terms of the Contract, the Seller shall immediately effect the correct provision of the Services and shall be responsible for any additional costs or expenses incurred by Buyer or Seller for doing so.

9. Buyer's Obligations for the Services

9.1 The Buyer shall:

- 9.1.1 Co-Operate with the Seller in all matters relating to the Services;
- 9.1.2 Provide such access to the Buyer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Seller and agreed with the Buyer in Writing in advance, for the purposes of the Services;
- 9.1.3 Provide such information as the Seller may reasonably request and the Buyer considers reasonably necessary, in order to carry out the Services in a timely manner and ensure that it is accurate in all material respects; and
- 9.1.4 Inform the Seller of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Buyer's premises;

10. Loss or Damage to Goods in Transit

10.1 The Seller shall promptly make good, free of charge to the Buyer, any loss in transit of the Goods or any damage to or defect in the Goods if the Buyer notifies the Seller in Writing within 21 days of due delivery date or being delivered as is appropriate for the purpose of the Conditions.

11. Intellectual Property Rights

11.1 On payment of the Price and for no further consideration the Seller assigns to the Buyer with full title guarantee and free from all third party rights all such copyright, design right and other Intellectual Property Rights in the Goods and/ or Services. The Seller shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Buyer.

OR

11.2 As between the Buyer and the Seller, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-Existing Materials shall be owned by the Seller. Subject to Condition 11.3, the Seller licenses all such rights to the Buyer free of charge and on a non-exclusive irrevocable, worldwide basis to such extent as is necessary to enable the Buyer to make reasonable use of the Deliverables and the Services. If the Contract terminates, this license shall automatically terminate.

11.3 The Buyer acknowledges that, where the Seller does not own any Pre-existing Materials, the Buyer's use of rights in Pre-existing Materials is conditional on the Seller obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Seller to license such rights to the Buyer.

12. Packages

12.1 Packages and containers of all kinds are supplied free and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

12.2 Where the Buyer has an option to return Packages and does so, the Buyer will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Seller's supplying works or depot indicated by the Seller, and will advise the Seller of the date of dispatch. Packages returned promptly in the manner aforesaid shall be subject to an allowance at the Seller's standard rate operating at the time the Buyer issued the Purchase Order.

12.3 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.

12.4 Where Goods are delivered by tank wagon these will be emptied and returned without undue delay.

13. Risk/ Property in the Goods

13.1 Subject to Clause 13.2, risk in the Goods will remain with the Seller until the Goods are delivered to the place specified in the Purchase Order (and a nominated employee of the Buyer has signed a delivery note for them), when ownership of the Goods shall pass to the Buyer.

13.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract. In these circumstances Goods will be clearly identified as that of the Buyer and title will pass to the Buyer, without any limitation, constraint or encumbrance, when a nominated employee of the Buyer signs an acceptance note. The Seller will remain responsible for safe keeping of Goods and for maintaining them in good condition in accordance with Purchase Order specification until the Buyer collects them or until they are delivered to the place specified in Purchase Order.

14. Responsibility for Information

14.1 The Seller shall be responsible for any errors or omissions in any drawings, calculations, packaging details or other particulars supplied by him, whether such information has been approved by the Buyer or not, provided that such errors or omissions are not due to inaccurate information furnished in Writing by the Buyer.

15. Variations

15.1 No variation of the Contract shall be valid unless it is in Writing and (where applicable) signed by, or on behalf of the Seller and the Buyer.

15.2 The Buyer reserves the right by notice in Writing to modify the quality or quantity of the Goods or the nature of the Services.

16. Free-Issue Materials

16.1 Where the Buyer for the purposes of the Contract issues materials 'free of charge' to the Seller, such materials shall be and remain the property of the Buyer. The Seller shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Seller shall use such materials solely in connection with the Contract. Any surplus materials shall be advised to the Buyer and disposed of at the Buyer's discretion. Waste of such materials arising from bad workmanship or negligence of the Seller shall be replaced at the Seller's expense. Without prejudice to any other of the rights of the Buyer, the Seller shall deliver up such materials whether further processed or not to the Buyer on demand.

17. Purchase Order Documents

17.1 The Buyer will not be liable in respect of any Purchase Order(s) or delivery instructions other than those issued or confirmed on its official, duly authorised, Purchase Order documents.

17.2 Terms and conditions specified on a Purchase Order may not be varied except in Writing and signed by the Buyer.

18. Assigning and Sub-Contracting

18.1 The Seller shall not, without the prior Written consent of the Buyer, assign or sub-contract its rights or duties under this Contract, nor allow any Goods to be made elsewhere than in his own establishment, nor allow Services to be provided other than through his own employees and using his own equipment.

18.2 In the event that the Buyer has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Seller to the Buyer immediately after it is issued.

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

18.4 Each party that has rights under this Contract is acting on its own behalf and not for the benefit of another person.

19. Hazardous Goods

19.1 Hazardous Goods must be marked by the Seller with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Seller shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.

19.2 All information known, held by, or reasonably available to, the Seller regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied must be promptly communicated to the Buyer.

20. Warranty

20.1 Without prejudice to any rights that the Buyer may have to statute, common law or otherwise, the Seller shall as soon as reasonably practicable repair or replace (upon receiving Written notice from the Buyer as to the defects) all Goods which are or become defective during the period of 12 months from putting the Goods into use or 18 months from delivery of the Goods whichever shall be the shorter, where such defects occur under proper usage and are due to faulty design, the Seller's erroneous instructions as to use or erroneous use data, or inadequate or faulty materials or workmanship, or any other breach of the Seller's warranties, express or implied. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement.

20.2 The Buyer's rights and remedies under this Condition shall be without prejudice to any other right or remedy, available to the Buyer.

21. Insurance and Indemnity

21.1 The Seller shall keep the Buyer indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

- 21.1.1 Defective workmanship, quality or materials;
- 21.1.2 An infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods or Services; and
- 21.1.3 Any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or provision of the Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller.

21.2 Provided always that this indemnity shall not apply to any infringement which is due to the Seller having followed a design or instruction furnished or given by the Buyer. This indemnity is conditional on the Buyer giving to the Seller notice in Writing of any claim being made or action threatened or brought against the Buyer and on the Buyer permitting the Seller at the Seller's own expense to conduct any litigation that may ensure and all negotiations for a settlement of the claim.

21.3 In the event of any claim for infringement the Buyer may (but shall not be obliged to) require the Seller at the Seller's expense to either procure for the Buyer the right to continue using the Goods or replace them with non-infringing Goods or modify the Goods or Services so they become non-infringing provided always that the standard and quality of the Goods or Service is not adversely affected.

21.4 During the term of the Contract the Seller shall, if required by the Buyer, insure with a reputable insurance company its liabilities under this Contract for a minimum of two million pounds (£2,000,000) sterling per event and if so required at any time produce the policy of insurance and the receipt for the current premium to the Buyer for its inspection. The Seller agrees that any monies received by the Seller from the insurance company in full or part settlement of a claim arising out of this Contract and paid by or due to the Buyer shall be paid immediately to the Buyer without set-off or counter claim.

21.5 Any limitation, monetary or otherwise, in such policy shall not be construed as a limitation on the Seller's liability and the Seller shall notwithstanding such limitation remain liable in full for the matters and to the extent not covered by the policy.

21.6 The Seller will provide the Buyer, before any Goods are supplied or Services undertaken, with a photocopy of all relevant insurance certificates.

22. Confidentiality and the Buyers Property

22.1 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of Intellectual Property Rights in all drawings, designs, plans, specifications, samples, patterns supplied or data supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer in connection with the Contract, or not so supplied but used by the Seller specifically in the manufacture of the Goods or Services shall at all times be and remain the exclusive property of the Buyer and shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Buyer on completion of the Contract (or upon its termination in accordance with Condition 24) and shall not be disposed of other than in accordance with the Buyer's Written instructions, nor shall such items be used otherwise than as authorised by the Buyer in Writing.

22.2 The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Buyer or its agents and any other confidential information concerning the Buyers business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

22.3 No photographs of any of the Buyer's equipment, installation or property shall be taken without the Buyer's prior consent in Writing. The Seller shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) all information given by the Buyer in connection with the Contract or which becomes known to the Seller through his performance of the Contract or use the same other than for the purpose of executing the Contract.

22.4 The Seller shall not mention the Buyer's name in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communications to third parties without the Buyer's prior consent in Writing.

- 23. **Collusion**
- 23.1 If the Seller shall have offered, or given, or agreed to give to any person any gift or consideration of any kind as an inducement or reward in relation to the Contract, or any Contract with the Buyer, the Buyer shall be entitled to terminate the Contract and without prejudice to any accrued rights or remedies recover from the Seller the amount of loss resulting from such termination.
- 24. **Termination**
- 24.1 The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller Written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 24.2 Without prejudice to any other rights or remedies which the parties may have, either party may give notice in Writing to the Seller to terminate the Contract forthwith if:
 - 24.2.1 The other party commits a material breach of any of these Conditions;
 - 24.2.2 The other party 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 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 Seller or notice of intention to appoint an administrator is given by the Seller 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 Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or
 - 24.2.3 The other party ceases or threatens to cease to carry on its business; or
 - 24.2.4 The financial position of the other deteriorates to such an extent that in the opinion of the relevant party the capability of the other adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 24.3 On termination of the Contract (however arising) the accrued rights of the parties as at termination shall not be affected and the following shall survive in full force and effect; Conditions 11,21,22,24 and 27.
- 25. **Non-Waiver**
- 25.1 The failure by the Buyer in enforcing or partially enforcing of any of its rights hereunder in any particular incidence of breach or default by the Seller shall not be construed as a waiver by the Buyer of such right or extend to or affect any other or subsequent incidence or impair any rights or remedies consequent thereon or in any way modify or diminish the rights of the Buyer under these Conditions. A waiver of any right under the Contract is only effective if it is in Writing and it applies only to the circumstances for which it is given.
- 26. **Notices**
- 26.1 Any notice or other communication to be given under these Conditions may be delivered personally, or be sent by first-class pre-paid post, by fax, recorded delivery or by commercial courier to the party to be served at the address for such party as set out in the Purchase Order, or as otherwise specified by the relevant party by notice in writing to the other party.
- 26.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address for such party as specified in the Purchase Order, or if served by post served 48 hours after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if served by fax at the time of transmission.
- 27. **Governing Law**
- 27.1 The construction, validity and performance of the Contract and these Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with English law, and both the Buyer and the Seller hereby submit to the exclusive jurisdiction of the English Courts.
- 28. **Force Majeure**
- 28.1 The Buyer reserves the right to defer the date of delivery of the Goods, for performance or of payment of the Services, reduce the volume of the Goods or to cancel the Contract, if it is prevented from or delayed in carrying on its business due to circumstances beyond the reasonable control of the Buyer, 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. Neither party shall be liable or deemed to be in default on account of any delay in delivery or performance of any other act under this Contract due to circumstances which could not have been contemplated and which are beyond the party's reasonable control, provided that the party claiming hereunder shall notify the other as soon as possible of the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance.
- 29. **Entire Agreement**
- 29.1 This Contract constitutes the entire agreement between the Seller and the Buyer and supersedes all previous agreements between the parties relating to its subject matter.
- 30. **Third Party**
- 30.1 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.