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TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

The Customer's attention is particularly drawn to the provisions of Condition 11.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Advanced Swap Out Unit: means a Unit supplied by the Supplier to the Customer in exchange for the Customer's faulty Unit in accordance with Condition 3.4.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with Condition 9.

Commencement Date: has the meaning set out in Condition 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with condition 14.8.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or firm who purchases Services from the Supplier.

Deliverables: the deliverables set out in the Order including any Refurbished or Repaired Units, or Goods produced by the Supplier for the Customer.

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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.

Order: the Customer's order for Services as set out in the Customer's written acceptance of the Supplier's quotation.

Refurbished or Repaired Units: means any Units refurbished or repaired by the Supplier. For the avoidance of doubt, refurbishment to a Unit is in respect of components which are known to or could affect the on-going capability or reliability of the Unit (including any cosmetic repairs); repair to a Unit is a repair to or replacement of a faulty component.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Order.

Supplier: Alan Campbell Engineering Services registered in England and Wales with company number 5971190.

Supplier's Premises: Building 2, Units 5-7, Radway Green, Crewe, Cheshire, CW2 5PR.

Unit: means any piece of equipment which the Supplier supplies, repairs or refurbishes for the Customer.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with these Conditions.

FORM : FR000013

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- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written or e-mail acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Any descriptive matter or advertising contained on the Supplier's website and in its e-brochure is for the sole purpose of giving an approximate idea of the Services offered by the Supplier. They shall not form part of the Contract or any other contract between the Supplier and the Customer for the supply of the Services.
- 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 the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF SERVICES AND GOODS

- 3.1 The Supplier shall supply the Services, and Goods (if applicable), to the Customer in accordance with the Order in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 In the event the Customer agrees to take an Advance Swap Out in exchange for its faulty Unit the following terms apply on delivery (as defined in Condition 4.2):
- (a) the Advance Swap Out Unit will become the property of the Customer;
 - (b) the faulty Unit will become the property of the Supplier which must be delivered by the Customer to the Supplier within 2 weeks of it receiving the Advance Swap Out Unit.
- 3.5 In the event a faulty Unit supplied by the Customer is irreparable the Supplier will notify the Customer and within 20 Business Days of such notification the Customer must either:
- (a) supply the Supplier with a replacement unit of the same type and value; or
 - (b) pay a sum to the Supplier equal to the sale price of such a Unit current from time to time.
- 3.6 In the event the Customer wishes the return of the irreparable Unit notice must be given to the Supplier within 10 Business Days of the notice referred to under 3.5 above and the Customer will be liable for all related costs of returning such Unit.

4. DELIVERY OF GOODS AND UNITS

- 4.1 Delivery of Goods, Refurbished or Repaired Units shall be made when either:
- (a) the Supplier shall deliver the Goods, Refurbished or Repaired Units to the location set out in the Order or such other location as the parties may agree at any time after the Supplier notifies the Customer that the Goods, Refurbished or Repaired Units are ready; or
 - (b) the Customer shall collect the Goods, Refurbished or Repaired Units from the Supplier's Premises or such other location as may be advised by the Supplier prior to delivery within 3 Business Days of the Supplier notifying the Customer that the Goods, Refurbished or Repaired Units are ready,
- the place of delivery under 4.1(a) and 4.1(b) being the **Delivery Location**.
- 4.2 Delivery of the Goods, Refurbished or Repaired Units shall be completed either on arrival of the Goods, Refurbished or Repaired Units at the Delivery Location if delivery is made under 4.1(a) or on the completion of loading of the Goods, Refurbished or Repaired Units at the Delivery Location if delivery is made under 4.1(b).

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Terms and Conditions for the Supply of Services

Alan Campbell Engineering Services Limited

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- 4.3 Any dates quoted for delivery under 4.1(a) above are approximate only and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods, Refurbished or Repaired Units that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, Refurbished or Repaired Units.
- 4.4 The Supplier shall have no liability for any failure to deliver the Goods, Refurbished or Repaired Units to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, Refurbished or Repaired Units.
- 4.5 If the Customer fails to take or accept delivery of the Goods, Refurbished or Repaired Units within 3 Business Days of the Supplier notifying the Customer that the Goods, Refurbished or Repaired Units are ready in accordance with 4.1(b) above, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- (a) delivery of the Goods, Refurbished or Repaired Units shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods, Refurbished or Repaired Units were ready; and
 - (b) the Supplier shall store the Goods, Refurbished or Repaired Units until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods, Refurbished or Repaired Units were ready for delivery the Customer has not taken or accepted delivery of them the Supplier may resell or otherwise dispose of part or all of the Goods, Refurbished or Repaired Units and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods, Refurbished or Repaired Units or charge the Customer for any shortfall below the price of the Goods, Refurbished or Repaired Units.
- 4.7 The Supplier may deliver Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment or to withhold payment.
- 5. QUALITY**
- 5.1 The Supplier will make every effort to ensure that Goods or Refurbished or Repaired Units conform with the description or specification supplied by the Customer and the Customer agrees to accept the Goods or Refurbished or Repaired Units under the Contract in the event of minor variations in colour or design features.
- 5.2 Subject to Condition 5.3, if:
- (a) the Customer gives notice in writing to the Supplier during the manufacturer's warranty period within a reasonable time of discovery that some or all of the Goods are defective; and
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's Premises at the Customer's cost,
- the Supplier shall, at its option, repair or replace the defective Goods, or issue a credit note for the value of the Goods.
- 5.3 Neither the Supplier nor the manufacturer will be liable for Goods' failure to comply with any warranty in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with Condition 5.2;
 - (b) the defect arises because the Customer failed to follow the Supplier's or the manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

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- (f) the Goods differ from the Order as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 In any event the Supplier shall have no liability to the Customer in respect of the Goods' defects which must be directed to the manufacturer of the Goods.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply in full to any Refurbished and/or Repaired Goods supplied by the Supplier.
- 6. REPAIRS AND RETURNS WARRANTY**
- 6.1 Units and Goods without unique identity stickers will not be treated as covered under warranty
- 6.2 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 6.3 A six-month warranty will be given by the Supplier in respect of all, Refurbished or Repaired Units, unless otherwise stated in writing. A six-month warranty will also apply to any Units which the Supplier carries in stock and which may be exchanged under Condition 3.4.
- 6.4 Warranties on all new and non-obsolete Goods will be those warranties provided by the manufacturer of the new and non-obsolete Goods only. The Supplier will provide all reasonable information available to the Customer in respect of such warranties.
- 6.5 All parts furnished as spares or as repair parts in connection with the maintenance of Units will be new standard parts or parts of equivalent quality.
- 6.6 Units sent to the Supplier for repair or refurbishment at the Supplier's Premises shall be delivered at the Customer's risk.
- 7. TITLE AND RISK**
- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
- (a) the Goods; and
 - (b) any other goods or Services that the Supplier has supplied to the Customer in respect of which payment has become due.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify the Supplier immediately if it becomes subject to any of the events listed in Conditions 12(b)-(j); and
 - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time,
- but the Customer may resell or use the Goods in the ordinary course of its business.
- 7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Conditions 12(b)-(j), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 8. CUSTOMER'S OBLIGATIONS**
- 8.1 The Customer shall:

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- (a) ensure that the terms of the Order and any information it provides is complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier and have a representative in the presence of the Supplier for the duration of the time the Supplier is at the Customer's premises;
- (d) provide the Supplier with such information as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.

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

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Condition 8.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

9.1 Unless otherwise specified by the Supplier, the Charges for the Services will be as quoted on the Order. All costs quoted exclude any transport costs in respect of collection or delivery. All collection and delivery costs remain the sole liability of the Customer.

9.2 A £50 service charge will be applicable in the event no fault is found with a Unit delivered to the Supplier for repair or refurbishment.

9.3 The Supplier shall invoice the Customer:

- (a) in case of new Customers by pro forma invoice on the completion of the repair or refurbishment;
- (b) in case of established Customers on completion of the Services or monthly in arrears depending upon the length of the Service.

9.4 The Customer shall pay each invoice submitted by the Supplier:

- (a) immediately on receipt of the invoice in relation to Condition 9.3(a); or
- (b) within 20 Business Days of the date of the invoice in relation to 9.3(b); and
- (c) in full and in cleared funds to a bank account nominated in writing by the Supplier or through Paypal as specified on the invoice or by cleared cheque, and

time for payment shall be of the essence of the Contract.

9.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

9.6 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the statutory rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

9.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding

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payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 10.3 All Supplier Materials are the exclusive property of the Supplier.

11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.2 Subject to Condition 11.1:
- (a) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract including a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors; and
 - (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors shall not exceed the amount received by the Supplier in connection with the Contract.
- 11.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4 This Condition 11 shall survive termination of the Contract.

12. TERMINATION

- 12.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing of the breach;
 - (b) the other party 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) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (c) the other party 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;
 - (d) 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 that other party (being a company) other than 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 that other party;
 - (e) 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 10 Business Days;

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- (f) 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 other party (being a company);
- (g) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 12.1(b) to Condition 12.1(h) (inclusive);
- (j) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

12.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the Due Date.

12.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 1 month's written notice.

12.4 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in Condition 12.1(b) to Condition 12.1(j), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the Due Date.

13. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

14. GENERAL

14.1 Force majeure:

- (a) for the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, 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, storm or default of suppliers or subcontractors;
- (b) the Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event;
- (c) if the Force Majeure Event prevents the Supplier from providing any of the Services for more than 6 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

14.2 Assignment and subcontracting:

- (a) the Supplier may at any time assign, transfer, 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;

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- (b) the Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

14.3 Notices:

- (a) any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number;
- (b) any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day 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 sent by fax, on the next Business Day after transmission;
- (c) this Condition 14.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

14.4 Waiver:

- (a) a waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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;
- (b) unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.5 Severance:

- (a) if a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected;
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.6 No partnership: nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.7 Third parties: a person who is not a party to the Contract shall not have any rights under or in connection with it.

14.8 Variation: any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.

14.9 Governing law and jurisdiction: this Contract, 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 by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.