TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

1. Interpretation

1.1 The definitions in this clause 1 apply in these Conditions.

Acceptance Confirmation	as defined in clause 2.2;
Business Day	a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;
Commencement Date	has the meaning set out in clause 2.2;
Conditions	these terms and conditions as amended from time to time in accordance with clause 18;
Contract	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions;
Customer	the person or firm who purchases the Goods and/or Services from the Supplier;
Dangerous Goods (DG)	as per the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (CDG) 2009; DG are substances or articles that pose a risk to people, property, or the environment due to their chemical or physical properties and are classified according to the UN Model Regulations into nine hazard classes i.e. Class 7 Radioactive Materials (RAM)
Delivery Location	has the meaning set out in clause 3.2;
Force Majeure Event	An event beyond the reasonable control of the Supplier including, but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law, law enforcement officer or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, epidemic, terrorism or default of suppliers or subcontractors (including but not limited to any contractor engaged to deliver the Goods);
Goods	goods, including Dangerous 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, trade marks, service marks, trade, business and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, moral rights, database 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 and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Order	the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order, or the Customer's written acceptance, including email, of the Supplier's quotation (as the case may be);
Services	the services, supplied by the Supplier to the Customer as set out in the Specification;
Specification	in relation to Goods, any specification for the Goods (including but not limited to any relevant plans, designs or drawings) provided by the Supplier to the Customer or the Customer to the Supplier (as the case may be), and in relation to Services, the description or specification for Services provided by the Supplier to the Customer as detailed in the Supplier Quotation including expected time required to complete the services;
Supplier	Gilligan Engineering Services Limited registered in England and Wales with company number 04437686; Andrews House, Princess Way, Low Prudhoe, Northumberland. NE42 6HB
Supplier Materials	has the meaning set out in clause 7.1.6.
Warranty Period	subject to clause 4 and unless specified in the quotation, the Warranty Period shall be 12-months from the point of completed Delivery for Goods and Customer sign-off for services.

1.2 In these Conditions (except where the context otherwise requires):

1.2.1 any reference to a clause is to the relevant clause of these Conditions;

1.2.2 the clause headings are included for convenience only and shall not affect the Interpretation of these Conditions;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality); and

1.2.5 any reference to a statute, statutory provision or subordinate legislation (Legislation) shall (except where the context otherwise requires) be construed as referring to:

1.2.5.1 such Legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such Legislation; and

1.2.5.2 any former Legislation which it re-enacts, consolidates or enacts in rewritten form; provided that in the case of those matters which fall within clause

1.2.5.1, as between the parties, no such amendment or modification shall apply for the purposes of these Conditions to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of any party.

2. Basis of Contract

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

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance, including email, of the Order (Acceptance Confirmation) at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Customer may not cancel any Order after the Commencement Date without the prior written consent of the Supplier (which may be given at the Supplier's sole discretion) and on terms which indemnify the Supplier against all losses incurred up to the full value of the Order.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not expressly set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier'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 shall not form part of the Contract or any other contract between the Supplier and the Customer for the supply of the Goods and/or Services.

2.5 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.

2.6 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 (thirty) days from its date of issue unless expressly stated otherwise in the quotation.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to either the Goods or the Services is specified in the Conditions.

2.8 By placing an order with the Supplier, the customer confirms that it has all the required Registration(s), Consent(s) and Permit(s) and that it satisfies the relevant legislation for the acceptance of and use of the goods; and

2.9 The Customer confirms that acceptance of any goods will not breach any customer Registration, Consent or Permit required by law.

3. Delivery of Goods

3.1 Delivery of Goods (including Dangerous Goods) shall be either physical delivery where goods are handed to the Customer (or its nominated representative) from the Supplier, or shipment delivery where goods are handed to a courier by the Supplier. The Supplier shall ensure that:

3.1.1 each delivery of the Goods is accompanied by a delivery note which shows all relevant Customer and Supplier reference numbers and, the type and quantity of the Goods; and

3.1.2 unless otherwise determined by the Supplier; the Supplier requires the Customer to return any packaging material to the Supplier, and the Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request or on demand return the packaging materials to the Supplier's premises. Returns of packaging materials shall be at the Supplier's reasonable cost and expense. For the avoidance of doubt, source containers and shipment vessels are not considered packaging; and

3.1.3 each Dangerous Goods consignment delivery satisfies legislation and is accompanied by relevant consignment-consignee documentation.

3.2 Unless otherwise agreed, the Supplier shall deliver the Goods to the location set out in the Acceptance Confirmation or such other location as the parties may agree in writing, including email (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready. For the avoidance of doubt, the Delivery Location may be the Suppliers premises where the Customer has agreed to collect the Goods.

3.3 Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location.

3.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event 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.

3.5 The parties agree that if, in respect of an Order, the Supplier delivers up to and including 10% more or less of the activity of the Goods ordered, the Customer shall not be entitled to reject the Order.

3.6 If the Customer fails to accept or take delivery of the Goods within 2 (two) Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

3.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

3.6.2 the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including but not limited to the cost of insuring the Goods).

3.7 If 7 (seven) Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods. In the event that the resale of disposal results in additional costs for the Supplier, these costs shall be passed on to the Customer and invoiced for payment in full.

3.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.9 If the Customer delivers goods to the Supplier, the Customer shall ensure that:

3.9.1 each delivery and/or consignment satisfies any relevant and/or applicable legislation specifically dangerous goods;

3.9.2 the goods are in a reasonably accepted state;

3.9.3 the supplier reserves the right to refuse any consignment that it reasonably considers unlawful or unsafe without prejudice.

4. Warranty

4.1 The Supplier warrants that on delivery of Goods that the Supplier has title, Goods shall:

4.1.1 conform in all material respects with their description and any applicable Specification;

4.1.2 be free from material defects in design, material and workmanship;

4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

4.1.4 be fit for purpose held out by the Supplier.

4.2 Subject to clause 4.3, if:

4.2.1 the Customer gives notice in writing, including email:

4.2.1.1 within three hours of completed delivery of Goods that the Customer has title (Customer owns the title to the Goods i.e. return of Customers serviced or repaired Goods), that some or all of the Goods are missing, incomplete or do not comply with the warranty set out in clause 4;

4.2.1.2 within 24-hours of becoming aware of any defect, deficiency, or issue that may give rise to a Warranty claim (Warranty Notification) within the Warranty Period. The Warranty Notification must include:

4.2.1.2.1 a description of the defect, deficiency, or issue;

4.2.1.2.2 supporting evidence, such as photographs, reports, or other relevant documentation; and

4.2.1.2.2 the date and circumstances under which the issue was discovered.

4.2.2 upon receipt of a Warranty Notification, the Supplier is given a reasonable opportunity of examining such Goods; and

4.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost (Return-to-Base); the Supplier shall, at its option, repair or replace the defective Goods, if the Supplier shall deem appropriate, or refund the price of the defective Goods. If Goods cannot reasonably be returned to the Suppliers place of business, the Customer will reasonably work with the Supplier to rectify any issue.

4.3 The Supplier shall not be liable for the Goods' failure to comply with the warranties in clause 4.1 if:

4.3.1 the Customer makes any further use of such Goods after giving a Warranty Notification in accordance with clause 4.2;

4.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions or operating manual as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade and best practice;

4.3.3 the defect arises as a result of the Supplier following any written instruction, drawing, design or specification supplied by the Customer;

4.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;

4.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

4.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or

4.3.7 the Goods are modified and/or incorporated into another assembly, product, piece of equipment, machinery or other similar use.

4.4 Except as provided in this clause 4, the Supplier shall have no liability, including direct and indirect damages, whatsoever to the Customer in respect of the Goods' failure to comply with the warranties set out in clause 4.1.

4.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 4.2.

4.6 Not withstanding clause 4.1, the Supplier shall transfer to the Customer and be limited in liability by any third-party warranties included as part of the Goods.

4.7 Some Goods are subject to a pro-rata warranty which will be specified in the quotation.

5. Title and Risk

5.1 The risk in the Goods shall pass to the Customer on completion of delivery (and for the purpose of these Conditions "risk" shall mean adverse change in or impact of the Goods).

5.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (cleared funds) for:

5.2.1 the Goods; and

5.2.2 any other goods that the Supplier has supplied to the Customer.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

5.3.1 ensure all local laws and regulations with respect to the storage, transportation and usage of the Goods are satisfied;
hold the Goods on a fiduciary basis as the Supplier's bailee;

5.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

5.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

5.3.5 notify the Supplier immediately if the Customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.10; and

5.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time, provided always that the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time it does so as principal and not as the Supplier's agent and title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.10, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided 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 to the Supplier (or its nominated representative) and, if the Customer fails to do so promptly, the Supplier (or its nominated representative) may enter any premises of the Customer or of any third party where the Goods are stored in order to remove and recover such Goods. In addition, the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately.

6. Supply of Services

6.1 The Supplier shall provide the Services to the Customer in accordance with the Specification in all material respects.

6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law, regulation 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.

6.4 The Supplier shall have the right to invoice the Customer for any additional Services and/or parts or materials requested by the customer at the time of service delivery which are not detailed on the order including invoicing for any additional time and/or materials needed for the completion of the service(s) where this need was expressly caused by the customer not advising the Supplier of expected delays on the Specification.

6.5 Subject to clause 4, the Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7. Customer's Obligations

7.1 The Customer shall:

7.1.1 ensure that the terms of the Order and the information it provides (if any) in the Specification are complete, up to date and accurate;

7.1.2 co-operate with the Supplier in all matters relating to the Services, specification and order;

7.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with timely access, from time to time, to the Customer's premises, office accommodation and other facilities as required by the Supplier to fulfil the order;

7.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is complete, accurate and up to date;

7.1.5 obtain and maintain all necessary licences, permissions, permits, registrations, authorities and consents which may be required for the supply of the Goods and/or Services as soon as reasonably practical following the Commencement Date;

7.1.6 keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation, from time to time; and

7.1.7 following delivery at the Delivery Location, comply with all relevant legislation in relation to the Goods.

7.2 If the Supplier's performance of any of its obligations in respect of the Services or delivery of goods is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

7.2.1 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 the Supplier's obligations;

7.2.2 the Supplier shall not be liable for any costs, expenses, damages, claims 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 pursuant to the Contract, as a result of a Customer Default; and

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

8. Charges and Payment

8.1 The price for Goods and/or services shall be the price set out in the Acceptance Confirmation (unless otherwise agreed between the parties). The price of Goods is exclusive of all costs, expenses and charges for packaging, insurance and/or transport of Goods, which shall be paid by the Customer when it pays for the Goods.

8.2 The charges for Services shall be based on the specification:

8.2.1 the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight hour day from 8.30 am to 4.30 pm worked on Business Days; and

8.2.2 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier employs or engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

8.3 The Supplier reserves the right (acting reasonably) to:

8.3.1 increase its charges for the Services;

8.3.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

8.3.2.1 any factor beyond the control of the Supplier (including but not limited to foreign exchange Fluctuations, increases in taxes and duties, changes in legislation and increases in labour, materials and other manufacturing costs);

8.3.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods or Services ordered, or the Specification in respect of the Goods or Services; or

8.3.2.3 any delay caused by any instructions of the Customer in respect of the Goods or Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods or Services or specification.

8.4 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, unless otherwise agreed, the Supplier shall invoice the Customer on completion of the Services (as determined by the Supplier acting reasonably).

8.5 Unless otherwise determined by the Supplier and detailed in the Acceptance Confirmation, the Customer shall pay each invoice submitted by the Supplier:

8.5.1 within 30 days of the date of the invoice; and

8.5.2 in full and in cleared funds to a bank account nominated in writing, including email, by the Supplier or by cheque payable to the Supplier, and

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

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

8.7 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 rate of 8 per cent per annum above the then current Bank of England base lending rate accruing on a daily basis from the Due Date until the date of actual payment and cleared funds of the overdue amount, whether before or after judgment, and compounding quarterly.

8.8 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 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.

8.9 After the commencement date for any change to the order and/or specification by the Customer, the Supplier reserves the right to charge an additional change fee and/or adjust the quotation to reflect the changed order and/or specification.

9. Intellectual Property Rights

9.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services shall be owned by the Supplier.

9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods and/or Services, 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.

9.3 All Supplier Materials are the exclusive property of the Supplier.

10. Confidentiality

10.1 A party (Receiving Party) 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 Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (Confidential Information).

10.2 The Receiving Party shall restrict disclosure of Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party; provided always that nothing in these Conditions shall prevent or restrict the Receiving Party from disclosing Confidential Information as required by law, court order, or any governmental or regulatory authority.

10.3 This clause 10 shall survive termination of the Contract.

11. Limitation of liability

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

11.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

11.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude, limit or restrict liability.

11.2 Subject to clause 11.1:

11.2.1 the Supplier shall not, under any circumstances whatsoever, be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any;

11.2.1.1 loss of business; or

11.2.1.2 loss of business opportunity; or

11.2.1.3 depletion of goodwill; or

11.2.1.4 loss of anticipated saving; or

11.2.1.5 special, indirect or consequential damages; or

11.2.1.6 loss of registration(s), consent(s) or permit(s) or

11.2.1.7 loss of profit; suffered by the Customer that arises under or in connection with these Conditions; and

11.2.2 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, shall not exceed the sums received by the Supplier pursuant to the Contract.

11.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law (including but not limited to sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

11.4 This clause 11 shall survive termination of the Contract

12. Termination

12.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

12.1.1 the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 (fourteen) days after receipt of notice in writing, including email, of the breach; or

12.1.2 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

12.1.3 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

12.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; or

12.1.5 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days (fourteen); or

12.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or

12.1.7 a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or

12.1.8 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or

12.1.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.2 to clause 12.1.8 (inclusive); or

12.1.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

12.1.11 the customer has any licence, registration, consent or permit required to receive and use the goods and/or services suspended or withdrawn.

12.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract:

12.2.1 by giving the Customer 1 (one) month's written notice; or

12.2.2 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 for payment.

12.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if:

12.3.1 the Customer fails to pay any amount due under this Contract on the due date for payment; or

12.3.2 the Customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.10, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13. Consequences of Termination

13.1 On termination of the Contract for whatever reason:

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

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

13.1.3 the accrued rights and remedies of the parties as at termination shall not be affected, including but not limited to 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

13.1.4 clauses which expressly, or by implication, have effect after termination shall continue in full force and effect.

14. Waiver and Remedies

The failure to exercise or delay in exercising a right or remedy provided by these Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of these Conditions or of a default under these Conditions does not constitute a waiver of any other breach or default and shall not affect the other terms of these Conditions. A waiver of a breach of any of the terms of these Conditions or of a default under these Conditions will not prevent a party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by these Conditions are cumulative and (subject as otherwise provided in these Conditions) are not exclusive of any rights or remedies provided by law.

15. Force Majeure

15.1 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform the Supplier's obligations under the Contract as a result of a Force Majeure Event.

15.2 If the Force Majeure Event prevents the Supplier from performing any obligations under the Contract for a continuous period of more than 30 (thirty) days, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

16. No Partnership/Agency

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Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17. Assignment

Either party may at any time assign, transfer, charge or deal in any other manner with the Contract or any of its rights under it.

18. Variation

No variation of the Contract or of any of the documents referred to in it shall be valid unless it is in writing, including email, and signed by or on behalf of each of the parties.

19. Severance

19.1 If any provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Conditions which shall remain in full force and effect.

19.2 If any provision of these Conditions is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or amended, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

20. Notices

20.1 Any notice given under these Conditions shall be in writing, including email, and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address as set out in the Order (or as otherwise notified by that party from time to time). Any such notice shall be deemed to have been received:

20.1.1 if delivered personally, at the time of delivery;

20.1.2 In the case of pre-paid recorded delivery or registered post, 48 (forty eight) hours from the date of posting; and

20.1.3 in the case of registered airmail, 5 (five) days from the date of posting; provided that if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.

21. Rights of Third Parties

No term of these Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

22. Governing Law and Jurisdiction

22.1 The Contract shall be governed by and construed in accordance with the law of England.

22.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with the Contract.