

1. Definitions

In these Terms and Conditions the following terms will have the following meanings ascribed to them:

- 1.1. **Company** - Related Fluid Power Limited, registered under the Companies Acts under number 1157634 and having its Registered Office at 10 Elm Court, Arden Street, Stratford-upon-Avon, Warwickshire CV37 6PA.
- 1.2. **Contract** - The contract for sale and purchase of Goods made between Company and Customer in all cases on these Terms and Conditions but which may be constituted in any form. Each Quotation issued by Company and accepted by Customer, or Order issued by Customer and accepted by Company will constitute a separate Contract.
- 1.3. **Customer** - The person, firm or company seeking to purchase any Goods from Company and to whom the relevant Quotation is addressed or from whom the relevant Order is received.
- 1.4. **Date of Contract** - The date on which any Order is accepted by Company (in writing) or any Quotation is accepted by Customer (in writing or by action).
- 1.5. **Goods** - Any products, goods, articles, services or corporeal moveables offered for sale by Company and purchased or to be purchased by Customer and as specified in the Contract.
- 1.6. **Place of Delivery** - The place of delivery set out in the Contract.
- 1.7. **Order** – Any order (in whatever form) given by Customer for Company for the purchase of Goods.
- 1.8. **Quotation** – Any quotation (in whatever form) given by Company to Customer for the supply Goods.
- 1.9. **Specification** – The description of Goods as set out in the Contract.

2. Company's Terms and Conditions to Apply

- 2.1. Unless other terms and conditions are expressly accepted by Company in writing, these Terms and Conditions will apply to and govern any Contract or transaction between Company and Customer to the exclusion of any other terms and conditions and these Terms and Conditions will supersede and take precedence over any other terms and conditions, whether written or oral (including without prejudice to the foregoing generality, any contained in any Order or acceptance of Quotation issued by Customer) and notwithstanding anything to the contrary in such other terms and conditions.
- 2.2. No amendment, variation of, or addition to any part of these Terms and Conditions may be made except by the Company in writing and any other amendments, variations or additions, or purported amendments, variations or additions, to these Terms and Conditions will be invalid and unenforceable.

3. Sale and Purchase of Goods

- 3.1. Company will sell and Customer will purchase Goods in accordance with these Terms and Conditions.
- 3.2. Goods are offered for sale subject to availability at the time of issue of any Quotation or receipt of any Order and Company will have no liability whatsoever to Customer if Goods, or any of them, are unavailable for sale for any reason.
- 3.3. Company's price list is for guidance only and may be varied at any time by Company without notice.

- 3.4. Quotations will unless otherwise specified only be available for acceptance for a maximum period of 30 days from the date of issue and may be withdrawn by Company at any time. However, for the avoidance of any doubt, should for any reason Customer not accept the Quotation timeously but allows the supply of Goods to proceed, these Terms and Conditions will apply to such supply.
- 3.5. A minimum order value may be imposed by Company in appropriate instances.
- 3.6. Cancellation of any Contract at the request of Customer will only be agreed to by Company on condition that all costs and expenses incurred by Company in connection with the Contract, and all loss of profits and all other loss or damage resulting to Company by reason of such cancellation will be paid forthwith by Customer to Company.
- 3.7. If after the Date of Contract and before the intended date of delivery, improvements are made in the design or Specification of Goods, Company may on giving notice incorporate such improvements in Goods provided that: (a) the performances and quality of the altered Goods are at least equal to those of Goods ordered; (b) no price variation is made except with agreement of Customer; and (c) delivery is not unreasonably delayed.
- 3.8. Should Company be required, subsequent to the Date of Contract, to make any alterations to Goods ordered, by reason of the amendment of any applicable law or regulations, any costs incurred by Company in connection therewith will be passed to (and be payable by) Customer.

4. Drawings, Technical Information and Samples, etc

- 4.1. All drawings, documents, data sheets and other information supplied by Company are supplied on the express understanding that copyright is reserved to Company and that Customer will not, without the written consent of Company, either give away, loan, exhibit or sell any such drawings, documents, data sheets or other information, or extracts therefrom or copies thereof, or use them in any way except in connection with Goods in respect of which they are issued.
- 4.2. Company reserves the right to change the technical specifications and/or dimensions on its drawings, documents, data sheets and other information supplied by Company without notice.
- 4.3. The description of, and any recommendations about and/or information relating to Goods (including, without limitation, the possible uses and attributes of Goods) in Company's catalogue or on Company's website is given by way of identification and general guidance only, and the use of such description, recommendations and information will not mean that a sale under any Contract is a sale by description. Notwithstanding that any such description, recommendations and information is given by Company (or any of its agents, employees, consultants or advisers) in good faith, such description, recommendations and/or information should not be relied upon by Customer who will have ultimate responsibility to ensure Goods are suitable for Customer's purposes.
- 4.4. Customer will be solely responsible for ensuring that all drawings, Specifications, information, advice and recommendations given to Company, either directly or indirectly by Customer or by Customer's agents, employees, consultants or advisers, are accurate, correct and suitable. Examination or consideration by Company of any such drawings, information, advice or recommendations will in no way limit Customer's responsibility under these Terms and Conditions or make Company responsible for the same, unless Company specifically agrees in writing to accept such responsibility.
- 4.5. Customer will indemnify Company from and against all actions, claims, costs and proceedings which arise due to the manufacture of Goods to the drawings, specifications, information, advice and recommendations given to Company by Customer (including, without limitation, where such drawings, specifications, information, advice and recommendations contain an errors or where it is alleged that they involve an infringement of the intellectual property rights of any third party).
- 4.6. Samples sent to Company for reference will be returned at Customer's expense if Company is so instructed when the sample is sent. Where no such instruction is received samples will be destroyed 14 days after receipt.

5. **Price and Terms of Payment**

- 5.1. Company reserves the right at any time and without notice to Customer to withdraw, revise or vary: (a) any discount offered to Customer; (b) the quoted price or payment terms, to take account of a Customer's circumstances (including changes to agreed and scheduled delivery requirements) or increases in costs including (without limitation) costs of materials, carriage, labour or overheads and any variation in exchange rates; and (c) the price for Goods where, after an order has been placed by Company but prior to delivery, new, additional, or increased taxes, levies, tariffs, or duties are levied in respect of Goods by any applicable government or regulatory authority.
- 5.2. All prices are unless otherwise agreed in writing by Company quoted *ex works* exclusive of costs of packaging, insurance, costs of delivery/carriage, and of Value Added Tax. Value Added Tax will be added to the price for Goods at the rate applicable on the invoice date.
- 5.3. Orders for Customers located in the United Kingdom without an account are accepted if payment is settled by CHAPs or other bank transfer, credit card, debit card or cash prior to the dispatch of the order or payment is made by cash on delivery.
- 5.4. Credit accounts are opened subject to credit checking and approval of references and, unless otherwise agreed by Company in writing, terms of payment will be net cash monthly account due and payable on the last day of the month following the month in which Goods were dispatched or would have been dispatched save for postponement otherwise than due to default on the part of Company. Company will be entitled to submit its invoice with its delivery advice note, or at any time thereafter save that where delivery has been postponed at the requested of or by the default of Customer, then Company may submit its invoice at any time after Goods are ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid.
- 5.5. Company may invoice each instalment separately and Customer will pay all such invoices in accordance with these Terms and Conditions.
- 5.6. In event of default by Customer in paying any sum when due, Company will be entitled, without prejudice to any other right or remedy, to suspend all further deliveries on any Contract between Company and Customer without notice, and to charge interest on any amount outstanding at the rate of 8% per annum over the Bank of England base rate in force from time to time from the date on which the outstanding sum became due until the same is paid. Additionally Company will be entitled to charge Customer for all costs reasonably and properly incurred in taking any steps to collect any outstanding sums.
- 5.7. The method of payment for Customers located outside of the United Kingdom will be agreed at the Date of Contract.
- 5.8. Customer will have no right to set off any sums due or to become due by it to Company against any sums due or to become due by Company to Customer, and Customer will make payment of any sums invoiced by Company in respect of the Contract and/or Goods and any interest due without any set off, compensation or deduction of any kind.
- 5.9. Time is of the essence of the Contract as regards payment.

6. **Delivery**

- 6.1. Company will use reasonable endeavours to deliver Goods within a reasonable period but, unless otherwise expressly agreed in writing, delivery dates specified by Company are approximate and given for the guidance of Company only. Time for delivery is given as accurately as possible but is not guaranteed and is not of the essence of the Contract.
- 6.2. Company will not be under any liability to Customer for any delay in delivery or for non-delivery of Goods. Without prejudice to the generality of the foregoing, Customer will have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
- 6.3. The date of delivery will in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from Customer. Alterations by Customer in design, Specification or quantities required may result in delay in delivery.

- 6.4. Company will endeavour to comply with reasonable requests by Customer with postponement of delivery but will be under no obligation to do so. Where delivery is postponed otherwise than due to default by Company, Customer will pay all costs and expenses including a reasonable charge for storage and transportation thereby and Company will be entitled to invoice Goods in accordance with these Terms and Conditions.
- 6.5. Unless otherwise expressly agreed: (a) Company will select the mode of transport with due regard to urgency and cost and charge Customer accordingly; and (b) any packaging supplied by Company is intended to be only sufficient to protect Goods for all normal conditions of transit and for the normal period of transit only. If Customer requires Goods to be packaged in a specific manner, Customer must bring this to the prompt attention of Company who will confirm whether such requirements can be complied with and whether such packaging will result in increased costs payable by the Customer.
- 6.6. The method of delivery to Customers located outside of the United Kingdom will be agreed prior to confirmation of order. Unless otherwise agreed, all Goods to be delivered outside of the United Kingdom will be delivered ex works in accordance with the most recent version of the Incoterms in force as at the Date of Delivery.
- 6.7. In all cases, Customer will ensure the suitability for access to its specified delivery address of the delivery vehicles but the carrier will have the final decision on such suitability. Customer will provide suitable manpower and facilities to promptly unload Goods. Customer will have sole responsibility for unloading of Goods and will indemnify Company for any claims arising therefrom.
- 6.8. If Company and Customer agree, Goods may be collected by Customer from Company's business premises without charge for delivery or carriage (but Company reserves the right to charge the Customer for any applicable packaging costs). If not collected within 14 days of the agreed date for collection storage charges may apply and Goods will not be released until such are paid. Customer will have sole responsibility for loading of Goods and will indemnify Company for any claims arising therefrom.
- 6.9. In cases where Goods are collected by Customer, it is Customer's responsibility to ensure safe carriage of Goods and to arrange suitable insurance against loss and damage.
- 6.10. Company will use its best endeavours to procure that Goods are suitably packaged prior to despatch but without liability to Customer for damage for want of suitable packing. Company will have no liability whatsoever to Customer in respect of damage or defects during transit and Customer will be deemed to have irrevocably waived all its rights and remedies which it might otherwise have had in relation to such damage or defects unless proper notification has been made in accordance with these Terms and Conditions.
- 6.11. For deliveries in the United Kingdom, any wooden crates or "stillages" will be charged to Customer at cost price.
- 6.12. In the case of export of Goods to overseas destinations, Company accepts no liability for damage or loss after Goods have been despatched by Company although Company will at Customer's cost arrange insurance against transit or other risks if instructed to do so by Customer. Export packing for overseas orders will be charged to Customer. Cases are non-returnable.
- 6.13. Returnable packing lost or damaged by Customer will be charged to Customer at the prevailing replacement cost together with any other associated costs.
- 6.14. When Goods are delivered to Customer, they should only be signed for as being in "good condition" if that is actually the case. If there is any damage to external packaging or any doubt as to the condition of Goods, then they should be signed for as "damaged" or "unchecked" and the Company should be notified of any such damage within 24 hours of the time of delivery.

7. Risk, Title and Retention of Title

- 7.1. Risk of damage to or loss of Goods will pass from Company to Customer (notwithstanding whether or not property and title to Goods has by then passed to Customer):

- 7.1.1. if Company delivers/arranges delivery of Goods, at the time when Goods or a relevant part thereof arrive at the Place of Delivery; or
- 7.1.2. in all other circumstances at the time when Goods or a consignment or other part thereof leaves the premises of Company.
- 7.2. Notwithstanding delivery and the passing of risk in Goods, or any other provision of these Terms and Conditions, legal and beneficial title to Goods will not pass to Customer until Company has received in cash or cleared funds payment in full of the price of Goods and all other sums and debts due in respect of Goods supplied not only under the Contract but also under any other contract for the supply of Goods and all other sums for the time being howsoever due or to become due by Customer to Company.
- 7.3. Until property in and title to Goods passes to Customer, Customer will keep Goods in good repair and condition and store them separately from any other property in its possession (and in a suitable environment) so that Goods are readily identifiable and separable from any other Goods stored on Customer's premises or otherwise in its possession. Customer will also insure Goods against all usual and appropriate risks.
- 7.4. Customer will not sell or transfer Goods to a third party before legal and beneficial title has passed to Customer under these Terms and Conditions.
- 7.5. In the event that Customer sells or transfers Goods to a third party in breach of condition 7.4 before legal and beneficial title has passed to Customer under these Terms and Conditions, Customer will make such sale or transfer only as trustee for Company and the proceeds of such sale or transfer (or such proportion as is due to Company) will be held by Customer on behalf of Company and payable on demand to Company. Customer will ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on Company's behalf are identified as such.
- 7.6. Customer will not be entitled to pledge or in any way charge by way of security for any indebtedness any of Goods which remain the property of Company, but if Customer does so all money owing by Customer to Company will (without prejudice to any other right or remedy of Company) forthwith become due and payable.
- 7.7. Until such time as property and title to Goods has passed to Customer, Company will be entitled to enter upon Customer's premises at any time (without giving prior notice) and repossess Goods. Customer irrevocably authorizes Company to enter Customer's premises during normal business hours for the purpose of repossessing Goods in which Company retains title and inspecting Goods to ensure compliance with the storage and identification requirements of these Terms and Conditions. Alternatively, Company may require Customer at any time forthwith and at Customer's expense to deliver Goods to Customer.
- 7.8. Customer's right to possession of Goods in which Company maintains legal and beneficial title will immediately terminate if:
 - 7.8.1. Customer commits or permits any material breach of its obligations under these Terms and Conditions;
 - 7.8.2. Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or any other scheme or arrangement is made with its creditors;
 - 7.8.3. Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors; or
 - 7.8.4. Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of Customer, notice of intention to appoint an administrator is given by Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of Customer or for the granting of an administration order in respect of Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of Customer.

7.9. Company will have and be entitled to exercise a first and general right of lien over all or any Goods or other items of Customer from time to time lawfully in its possession and that in respect of all monies outstanding at any time by Customer to Company.

8. **Limited Warranty**

8.1. Subject to the remainder of this clause 8, Company warrants to Customer that Goods (when operated under normal conditions) will be free from defects in materials, workmanship and design for a period of:

8.1.1. 30 months after delivery (or collection, as the case may be) for all RFP hydraulic control manifolds, cartridges and line body assemblies.

8.1.2. 1 year after delivery (or collection, as the case may be) for all RFP power units and all other Goods,

in each case such warranty is referred to as the "Limited Warranty".

8.2. The Limited Warranty specifically excludes:

8.2.1. normal wear and tear;

8.2.2. "O-rings" and seals (including cartridge seals due to O-ring shelf life limitations);

8.2.3. electronic controls; and

8.2.4. products not of Company's manufacture which may be included as components in or adjunctive products Goods. These products specifically include, but are not limited to, other manufacturers' cartridge valves, subbase-type valves, electronic connectors, sensors, controls, fittings and filters. Where these products carry original manufacturers' warranties, the Company will pass the benefit of these warranties on to Customer where Company is able to do so.

8.3. Company's sole obligation under the Limited Warranty will be, at its option, to repair or replace the Goods (or any defective component part) or refund the price of the Goods which are accepted by the Company as being defective. Customer will have no other remedy in respect of defective Goods and in particular but without prejudice to the foregoing generality, Customer will have no remedy in damages; and Company will not be responsible for the cost of removal or installation of the replaced or repaired Goods or any other costs including damages incurred during this process.

8.4. The Limited Warranty is not transferrable and will cease to apply to any Goods which, in the sole judgement of Company, have been subject to normal wear and tear, misuse, abuse, accident damage, improper application, negligent handling, improper installation, inadequate maintenance or shelf-preservation, contamination, tampering, disassembly, or repair, alteration or modification without the written approval of Company.

8.5. Unless otherwise stated and subject to the Limited Warranty, Goods are not tested or sold as fit for any particular purpose or as conforming to any general or particular standards. Company does not warrant the suitability or fitness of Goods for any particular use or purpose, responsibility for which lies solely with Customer.

8.6. Save in respect of the Limited Warranty and except in respect of any warranty or term implied by law which cannot be excluded, Company gives no warranty, representation or undertaking, whether express or implied, regarding the design, manufacture, condition or quality of Goods and all such terms, warranties, representations and/or undertakings implied by law are to the maximum extent permitted hereby excluded, including without prejudice to the foregoing generality, those implied by Sections 13, 14 and 15 of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994). Company hereby expressly disclaims all other warranties, express or implied, to the maximum extent permitted by law.

9. Defects & Returns etc

- 9.1. Customer will have no claim for defects apparent on visual inspection unless: (a) Customer inspects Goods on arrival at the Place of Delivery or, as the case may be, at the time of collection; (b) a written complaint giving full details of the defect and how it was discovered is made to Company within 7 days of collection or delivery of Goods or such shorter period as the carrier's conditions (if applicable) require; and (c) Company is given an opportunity to inspect Goods and investigate any complaint before any use is made of Goods.
- 9.2. Customer will have no claim in respect of defects which are not apparent on visual inspection at the time of delivery or, as the case may be, at the time of collection unless: (a) a written complaint giving full details of the defect and how it was discovered is sent to Company as soon as reasonably practicable (and in any event within 3 days) after the defect is discovered; (b) the written complaint is received by the Company within the applicable Limited Warranty time period; and (c) no further use is made of Goods after the defect has been discovered; and (d) Company is given an opportunity to inspect Goods and investigate any complaint before any further use is made of Goods.
- 9.3. Company will not be liable for loss or damage suffered by reason of use of Goods after Customer becomes aware of a defect or after circumstances which should reasonably have indicated to Customer the existence of any such defect.
- 9.4. If requested by Company after any defect has been notified to Company, Goods must be returned for inspection within 14 days of such request (or 28 days where Goods are situated outside the United Kingdom) at Customer's expense. Reasonable and properly incurred carriage charges will be refunded where, in the reasonable opinion of Company, the Goods have a defect covered by the Limited Warranty.
- 9.5. If Goods or any of them supplied to Customer are accepted by Company (on a reasonably objective basis) as having a defect covered by the Limited Warranty, Company may, at its sole discretion, at no further expense to Customer, either repair or replace the Goods (or any defective component part) or refund the price of the Goods which are accepted by the Company as being defective as more fully set out in clause 8 of these Terms and Conditions. Customer will have no other remedy in respect of defective Goods and in particular, but without prejudice to the foregoing generality, will have no remedy in damages.
- 9.6. If Company does so repair Goods or supply replacement Goods Customer will be bound to accept such repaired or replacement Goods and Company will be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the defective Goods are repaired or the substitute Goods are delivered.
- 9.7. Repaired or replacement Goods will be covered by the terms of the Limited Warranty on a pro-rated time basis, which reduces the Limited Warranty period by the amount of time which has passed since the original Goods were delivered (or collected, as the case may be).
- 9.8. Company may at its sole discretion permit Customer to return Goods (or any of them) after sale and may at Company's sole discretion credit Customer accordingly, provided that Goods are returned in the same condition as that in which they were delivered and are acceptable for resale. All Goods will be fully inspected and tested for defects/modification when received from Customer prior to any credit note being raised or any replacement Goods being despatched. Should such Goods be returned in a lesser condition than that in which they were delivered or are not acceptable for resale, the amount of any credit offered by Company will be reduced accordingly. Company's decision on whether or not to offer any credit and the amount of any such credit will be final and binding.
- 9.9. All Goods must be returned at Customer's cost unless Goods are being returned because they have been incorrectly supplied, in which case, Company can arrange for Goods to be collected. Customer will unless otherwise stated be responsible for the cost of outward and return carriage, and insurance, for all Goods returned by Customer to Company until actual receipt of Goods by Company.

- 9.10. In the case where Goods are returned as defective but which are otherwise found to be in full working order:
- 9.10.1. Company will charge Customer the costs of inspecting and testing the Goods;
- 9.10.2. the Goods will be available for a reasonable period for collection by Customer or for delivery to Customer at Customer's cost;
- 9.10.3. if replacement Goods have already been supplied to Customer, Company may in its sole discretion consider offering a partial credit to Customer or seek alternative agreement with Customer. However, if the Goods contain any component parts which have been custom made for Customer the value of the component parts will not be considered for credit. Company's decision on whether or not to offer any credit and the amount of any such credit will be final and binding;
- 9.10.4. Company may charge a restocking charge at up to 20% of the value of Goods, providing Goods are in original stock condition; and
- 9.10.5. if the Goods have been specifically purchased for Customer from a supplier of Company, the Customer will be charged the cost of returning Goods to the said supplier plus a 15% administrative charge for work carried out by Company during such return provided always that such supplier is willing to take back such Goods which Company cannot control.
- 9.11. In the case where Goods have been returned in a damaged state (damaged by Customer as opposed to defect) the cost for rectification and repair will be passed to Customer. The Goods in question will be returned to Customer according to Company's standard procedures (and at Customer's cost).
- 9.12. Any Goods returned that are agreed with Customer to be "scrap", will be disposed of by Company if not collected by or returned to Customer (at Customer's cost) within 30 days.
- 9.13. In the event that Customer fails timeously to notify any defects in Goods in accordance with these Terms and Conditions (time being of the essence of the Contract) Customer will be deemed to have irrevocably waived all its rights and remedies which it might otherwise have had with regard to such defects in respect of Goods.

10. Exclusions and Limitations on Liability

- 10.1. Nothing in these Terms and Conditions excludes or limits the liability of Company:
- 10.1.1. for death or personal injury caused by Company's negligence; or
- 10.1.2. for any matter for which it would be illegal for Company to exclude or attempt to exclude its liability.
- 10.2. Subject to condition 10.1:
- 10.2.1. Company's total liability in contract, delict/tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Contract will be limited to the Contract Price;
- 10.2.2. Company will not be liable to Customer or any user of Goods for any punitive, contingent, indirect, special or consequential loss including without prejudice to the foregoing generality, financial loss, loss of profits, production, anticipated savings or income, loss of business, depletion of goodwill or otherwise, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract;
- 10.2.3. Company's liability is limited to repairing or replacing the Goods (or any defective component part) or refund the price of the Goods which are accepted by the Company as being defective as more fully set out in clause 8 of these Terms and Conditions.; and
- 10.2.4. where any person by whom Company is or has been supplied validly excludes limits or restricts its liability to Company in respect of Goods or any of them or any loss or damage arising in connection therewith, then the liability of Company will be correspondingly excluded, limited or restricted.

11. Termination

- 11.1. Company will be entitled, without prejudice to its other rights and remedies, either to terminate wholly or in part the Contract (or any other contract with Customer) or to suspend any further deliveries under the Contract (or any other such contract) in any of the following circumstances:
- 11.1.1. if any debt due and payable by Customer to Company is unpaid;
 - 11.1.2. if Customer has failed to take delivery of any Goods under the Contract (or any other contract);
 - 11.1.3. if Customer commits or permits any material breach of its obligations under these Terms and Conditions and/or has failed to observe or perform any of its obligations or duties under the Contract;
 - 11.1.4. if Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or any other scheme or arrangement is made with its creditors;
 - 11.1.5. if Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - 11.1.6. if Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of Customer, notice of intention to appoint an administrator is given by Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of Customer or for the granting of an administration order in respect of Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of Customer.
- 11.2. Termination, howsoever or whenever occasioned, will be without prejudice to and subject to any rights and remedies Company may have under the Contract or in law.

12. Force Majeure

- 12.1. Company will be entitled to cancel or suspend the Contract and/or the sale and supply of Goods without liability for loss or damage if performance of its obligations is prevented or in any way adversely affected by reason of "force majeure", namely circumstances beyond the control of Company, which will include (but will not be limited to): acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion (including acts of local government and parliamentary authority), inability to provide support or supply materials, breakdown of equipment and labour, disputes of whatever nature and for whatever cause arising (including, but without prejudice to the generality of the foregoing, work to rule, overtime bars, strikes and lockouts) and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer).

13. Legal

- 13.1. Failure or neglect by Company to enforce at any time of the provisions of these Terms and Conditions will not be construed, nor will be deemed, to be a waiver of Company's rights, nor in any way affect the validity of the whole or any part of these Terms and Conditions, nor prejudice Company's rights to take subsequent action.
- 13.2. Customer will not assign or otherwise transfer all or any part of its rights under these Terms and Conditions or any Contract without the prior written consent of Company.
- 13.3. Company may authorise a distributor, dealer, service centre or other third party to provide the services and/or to invoice Customer for and collect the charges specified herein as its designated representative. Such authorisation may be in the form of a subcontract or other arrangement deemed appropriate by Company.

- 13.4. The Contract and these Terms and Conditions will be governed by the Law of Scotland and Company and Customer hereby submit to the exclusive jurisdiction of the Scottish Courts.
- 13.5. To the extent that any clause of any Contract or part of these Terms and Conditions is or becomes invalid or unenforceable for any reason, the remainder of the Contract/these Terms and Conditions will remain in full force and effect to the intent that any invalid or unenforceable clause or provision will be entirely separate and separable.