

SWIFT GROUP LIMITED Terms and Conditions of General Sale of Recreational Leisure Products & Parts via a Connect log-on

1 Definitions

1.1 In these conditions of sale (the "Conditions") the following expressions shall have the following meanings:

"Agreed Purposes" means the purposes for sharing of Personal Data, in order for the Company to:

- i. provide specialised support in the areas of engineering, marketing, production, and service to the Customer;
- ii. to provide warranty support specific to the Customer;
- iii. to provide periodic service and sales training to representatives of the Customer.

"Authorised Dealer" means a dealer/distributor who is listed on the Company's website as being authorised to resell any of the goods sold by the Company.

"Company" means Swift Group Limited and also (where the context so permits) its assigns, employees and any sub-contractors;

"Contract" means the contract for supply of Goods and/or Services formed by the Company's acceptance (which, however made or communicated, shall be deemed made subject to these Conditions) of the Customer's order;

"Controller", "processor", "data subject", "personal data", "personal data breach", "processing" and "appropriate technical and organisational measures" have the meaning given by Data Privacy Laws;

"Customer" means the person, firm or company placing an order with the Company;

"Data Discloser" means a party that discloses Shared Personal Data to the other party.

"Data Privacy Laws" means, to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data, and to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data.

"EU GDPR" means the General Data Protection Regulation ((EU) 2016/679).

"End User" means any person who purchases the Goods from the Customer for their own use and not for resale or, where the Customer purchases the Goods for their own use and not for resale, the Customer;

"Goods" means all those goods and materials which are the subject of the Customer's order and which are to be manufactured and / or supplied to the Customer by the Company in accordance with these Conditions;

"Permitted Recipients" means the parties to this Contract, the employees of each party, any third parties engaged to perform obligations in connection with this Contract.

"Services" means any work labour or other services carried out by the Company for the Customer which shall be supplied subject to these Conditions;

"Shared Personal Data" means the personal data to be shared between the parties under this Contract.

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

2 Formation of Contract

2.1 All Goods sold and Services provided by the Company are sold and provided subject to these Conditions which shall be the sole terms and conditions of such sale or supply by the Company to the Customer. The terms contained herein will prevail over all and any terms and conditions on the Customer's order form or other similar document and the placing of an order for Goods or Services shall indicate unqualified acceptance of these Conditions. The Conditions will apply to the exclusion of any other terms and conditions of business contained or referenced in any acknowledgement or any other communication from the Customer (whether written or not), or implied by trade custom, practice or any course of dealings between the Customer and the Company unless such terms and conditions are expressly stated in the Contract to apply.

2.2 No representative, agent or sales person has the Company's authority to vary, amend or waive any of these Conditions on behalf of the Company and no amendment or addition to any of these Conditions shall be deemed to have been accepted unless made in writing and signed by a Director of the Company and shall be stated to be made specifically in pursuance of this clause 2.2.

2.3 Any variation of these Conditions or any warranty representation or statement validly made by the Company pursuant to clause 2.2 of these Conditions on any one occasion shall be binding upon the Company only for the one contract or purpose specified, and shall not unless otherwise specifically agreed in writing affect any future contract or the applicability of these Conditions for any other purpose.

3 Description of Goods and Services

3.1 Any written descriptions, drawings, illustrations, photographs, dimensions, weights and other technical information and particulars of the Goods and Services contained in the Company's catalogues, brochures or on its website are produced for the sole purposes of providing an approximate idea of the Goods referred to in them. They are not to be relied on by the Customer as representative of the final appearance or specification of the Goods and/or what may be included with the Goods and shall not be binding or have any contractual force.

4 Orders and delivery

4.1 Orders are accepted by the Company subject to the availability of Goods for delivery and the Company's ability to provide the goods and services.

4.2 Where it has been agreed that the Company will deliver the Goods it will do so within the UK to such address as may be specified by the Customer and at such cost to the Customer as is agreed between both parties in writing in advance. Such delivery shall be made by any method of transportation regarded as suitable by the Company. The Company, in case of exports outside the UK, should be notified prior to order commitment for authorisation. Any delivery to a location outside the UK, including any costs associated with the same, is deemed to be the responsibility of the Customer unless otherwise agreed in writing. The Customer shall provide all reasonable instructions to facilitate delivery of the Goods and where the Goods are due to be delivered to a third party site ensure that suitable access has been provided for the delivery of the Goods. The Company shall not be liable for the theft and/or damage to any Goods which have been delivered and left in a location instructed by the Customer.

4.3 Where it has been agreed that the Customer will collect the Goods from the Company's address, it shall do so within 7 days of being notified by the Company that the Goods are ready for collection.

4.4 All times, dates or periods given for delivery of the Goods or performance of the Services are estimates only and the time of delivery or performance shall not be of the essence of this Contract. The Company will use all reasonable endeavours to meet any such date for delivery or performance but it shall not be binding on the

Company and the Company shall not incur any liability whatsoever for any loss or damage resulting from delay howsoever caused.

4.5 If the Customer fails to take delivery of the Goods on the date of delivery or if the Customer has not collected the Goods within 7 days of notification by the Company to the Customer that the Goods are ready for collection, the Company will be entitled at its sole discretion without prejudice to its other rights to store the Goods at the risk of the Customer and the Customer shall in addition to the price payable under clause 6, which shall become payable within 30 days of the notification, pay all costs and expenses of such storage and any additional costs of carriage incurred.

4.6 The Company reserves the right at its discretion to deliver Goods in instalments. All Goods are sold subject to availability and in the event of the non-availability of requested Goods and/or materials the Company reserves the right to deliver to the Customer substitute goods and/or materials which in the Company's reasonable opinion are capable of achieving comparable levels of performance to the Goods described in the Customer's order.

4.7 In the event of the Company exercising its right to deliver alternative or substitute Goods or materials pursuant to clause 4.6 the Company shall if appropriate adjust the price payable by the Customer accordingly, provided that if the effect of such alteration or substitution is to increase the total price otherwise payable by more than 10% the Company shall give notice in writing to the Customer thereof and the Customer shall have the right exercisable by notice in writing upon the Company to be given not later than seven days after receipt by the Customer of the Company's said notice to terminate the Contract, whereupon the Contract shall be terminated without right or remedy by either party save in respect of any rights accrued prior to such termination.

4.8 All Goods supplied by the Company shall be examined and checked within 48 hours of receipt by the Customer. The Customer shall accept the supply of such quantity of the Goods (whether more or less) as reasonably approximates to the stipulated amount of the Customer's order.

4.9 Where the Goods are handed to a carrier for carriage to the Customer or to a United Kingdom port for export any such carrier shall be deemed to be an agent of the Company and not of the Customer for the purposes of section 44, 45 and 46 of the Sale of Goods Act 1979.

4.10 The Customer agrees that section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.

5 Risk and title

5.1 Except as otherwise provided in these Conditions, the risk of loss or damage to the Goods shall pass to the Customer upon collection by the Customer or when the Goods are delivered to a carrier for delivery. The Customer is therefore advised to insure the Goods from the date of collection where transport is arranged by the Customer or delivery to the carrier where transport is arranged by the Company.

5.2 The Company shall retain legal title to and ownership of the Goods until it has received payment in full of all sums due under this Contract and any other contracts between the Company and the Customer. If payments received from the Customer are not stated to refer to a particular invoice the Company may appropriate such payments to any outstanding invoice.

5.3 The Customer shall be entitled to sell any delivered Goods, whether delivered by the Company pursuant to this Contract or pursuant to any other contract between the Company and the Customer, prior to title in such goods vesting in the Customer pursuant to clause 5.2 above. In these circumstances the Customer may only re-sell the Goods as the Company's agent and bailee of the Goods which shall belong to the Company. All proceeds received from any such sale shall be held by the Customer on trust for the Company to settle any sums due in respect thereof to the Company and pay any balance to the Customer.

5.4 If:

(i) the Customer fails to make any payment to the Company when due, compounds with its creditors, executes an assignment for the benefit of its creditors, has a bankruptcy order made against it or enters into voluntary or compulsory liquidation or has an administrator or administrative receiver or receiver appointed over all or part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent; or

(ii) if the Company has reasonable cause to believe that any of the events in 5.4(a) is likely to occur,

the Customer grants the Company the right, without prejudice to any other remedies available to it by law: (a) to enter without prior notice any premises where Goods owned by it may be, and to repossess and dispose of any Goods owned by it so as to discharge any sums owed to it by the Customer under this or any other contract; (b) to require the Customer not to resell or part with possession of any Goods owned by the Company until the Customer has paid in full all sums owed by it to the Company under this or any other contract; (c) to withhold delivery of any undelivered Goods and stop any Goods in transit; and (d) in relation to any future order to insist on payment in full before delivery. Unless the Company expressly elects otherwise, any contract between it and the Customer for the supply of Goods shall remain in existence notwithstanding any exercise by the Company of its rights under this clause 5.

5.5 The Goods shall, once the risk has passed to the Customer in accordance with clause 5.1 or otherwise, be and remain at the Customer's risk at all times unless and until the Company has retaken possession of them and the Customer shall comprehensively insure the Goods against loss or damage by accident, fire, theft or other risks usually covered by insurance in the type of business carried out by the Customer for such time as such risk in the Goods vests in the Customer.

5.6 Subject to clause 5.3, whilst the Company's ownership of the Goods continues and the Goods are in the Customer's possession or control the Customer shall keep the Goods labelled as belonging to the Company, separate and identifiable from all other goods in its possession and as bailee for the Company.

5.7 The Customer shall notify the Supplier immediately if it becomes subject to any of the events listed in clause 5.4.

6 Price

6.1 Unless otherwise stipulated in writing by the Company the price payable for the Goods and Services shall be as stated in the Company's price list (current at the date of despatch, or date of supply in the case of the Services, or as the case may be the date of collection of the Goods from the Company's premises). In the case of an order for delivery of Goods by instalments the price payable for each instalment shall be as stated in the Company's price list at the date of despatch of such instalment.

6.2 Prices stated in quotations are for guidance only and may be subject to alteration. A quotation provided by the Company is subject to confirmation by the Company upon receipt of the Customer's order.

6.3 The Company shall be entitled to increase the price of the Goods or Services to take account of increases in costs including (but not limited to) labour, overheads, transportation and/or fluctuation of exchange rates between the date of the Company's quotation, or if no quotation is issued, the date of the Customer's order, and the date of the delivery/collection of the Goods or performance of the Services.

6.4 The price is exclusive of the cost of delivery in accordance with clause 4.2 and exclusive of Value Added Tax, customs duties and all other taxes, duties and expenses in respect of the Goods and Services all of which shall be added to the price for the Customer's account unless otherwise stipulated in writing by the Company on either a case by case basis, or as part of such terms as are agreed annually between both parties.

7 Payment

7.1 Unless otherwise agreed in writing, the Customer shall make payment for the Goods and/or Services in pounds sterling within 30 days of the date of an invoice or delivery of the Goods or performance of the Services (whichever is the earlier). The Company shall be entitled to invoice each instalment of the Goods as and when available for delivery or collection.

7.2 In the event of late payment the Company may charge interest at a rate of four per cent per annum above the base lending rate from time to time of HSBC Plc. Such interest will accrue from the date upon which payment was due until payment in full. Such interest shall continue both before and after judgment,

7.3 The Customer shall not purport to set off or withhold any payments claimed or due to the Company under this or any other contract.

7.4 Time of payment shall be of the essence of this Contract.

7.5 Whilst any sums are owing by the Customer to the Company (whether pursuant to this Contract or any other contract) the Company reserves the right to suspend further deliveries of Goods or further performance of Services under any contract with the Customer whether such contract was made before or after any contract in respect of which money is owing to the Company.

8 Warranty

End User Warranty

8.1 It is the Company's intention that a warranty will be provided to End Users of its products which is separate to the warranty provided to the Customer under clause 8.3 below. The Company will agree with the Customer in writing both parties' responsibilities for honouring such a warranty, its terms and duration from the date of purchase by the End User.

8.2 If an End User warranty is provided by the Company (or by an Authorised Dealer as agreed between the Company and the Authorised Dealer) in accordance with clause 8.1:

8.2.1 the End User warranty shall only apply to the Customer in so far as the Customer is also the End User;

8.2.2 the End User warranty shall only apply to End Users who purchase the Goods directly from a Customer that is either: (a) an Authorised Dealer that has purchased the Goods directly from the Company; or (b) an Authorised Dealer that has purchased the Goods from another Authorised Dealer. For the avoidance of doubt, If the Authorised Dealer sells the Goods to another dealership or distributor, any subsequent end users who purchase the goods from such dealership or distributor shall only be entitled to the end user warranty if that dealership and/or distributor is or becomes an Authorised Dealer of the Company.

Customer Warranty

8.3 The Company warrants that all Services will be provided with reasonable skill and care and that any Goods manufactured by the Company will be free from defects in materials and workmanship at the point of delivery to the Customer and for the reasonable period in which they remain in stock at the Customer's premises prior to the sale of the Goods to an End User. The Company will at its option refund the purchase price of or repair or replace free of charge any Goods which its examination confirms are defective provided that the Company shall in no circumstances whatsoever be liable for a breach of such warranty howsoever caused unless:

8.3.1 the Customer makes a full inspection of the Goods within 48 hours of delivery of the Goods (or performance of the Services);

8.3.2 the Customer notifies the Company immediately thereafter of any clear and obvious defects which it discovers;

8.3.3 the Customer has stored and maintained the Goods only in accordance with any instruction or recommendation of the Company;

8.3.4 subject to clause 8.4, the Goods have not been adjusted, altered, adapted or repaired by any party other than the Company;

8.3.5 the Goods are either made available to the Company for inspection or returned to the Company, at the Customer's own expense, as the Company may request within a reasonable time of the Customer notifying the Company of the defect.

If the Customer sells the goods to an Authorised Dealer the warranty as set out in clause 8.3 may be passed by the Customer to the Authorised Dealer providing that the Customer would be entitled to claim the warranty in accordance with clause 8.2 and that the Authorised Dealer receives the Goods in the same state and condition as when the Goods were delivered to the Customer.

8.4 The Company may authorise and instruct the Customer in writing to carry out any repair work to rectify any such alleged defect in the Goods and to fit any accessories or extras in line with the Company's technical bulletins and technical processes.

8.5 If the Goods or Services which are the subject of complaint are found not to have breached the warranty in clause 8.3 the Customer shall reimburse to the Company all expenses arising out of the making an investigation by the Company of the claim of breach of warranty.

8.6 The Customer prior to any sale of the Goods to any third party shall execute a pre-delivery inspection and shall rectify all or any defects of a minor nature arising or discovered in consequence of such inspection. The Customer will also register the Goods with the Company and give details of any third parties including name, address, email and telephone contact numbers within 7 days of delivery to the third party. Transfer of such details is to be made via a secure format agreed between both parties in accordance with such data protection legislation as is in force at the time.

8.7 In the event that the Customer receives a complaint whether as to quality of the Goods or any other matter relating to the Goods or Services from a third party end customer, the Customer shall notify the Company either in writing or through the Connect portal of such complaint and shall give to the Company sufficient information to enable the Company to identify the Goods or Services complained of, the nature of the complaint and the name and address of the customer. If requested to do so by the Company, the Customer shall use its best endeavours to investigate the claim and if so requested to carry out such works as the Company may direct in respect of such complaint. The Company shall reimburse the Customer for the reasonable costs of the Customer in carrying out such works or investigations but the Company shall not be liable (whether to the Customer or any other party) in respect of any loss caused or damage suffered as a result of the acts or omissions of the Customer including, without limitation, any acts or omissions resulting from such work or investigation.

Other than as set out in this clause 8, the Company excludes all rights, including all warranties, conditions and representations (to the maximum extent permitted by law), which the Customer would or might have but for these Conditions, whether such rights are expressed or implied by statute, common law or otherwise.

9 Limitation of Liability

9.1 Subject to clause 9.2 the Company shall under no circumstances be liable for (a) any indirect, special or consequential loss (including but not limited to loss of business, loss of goodwill, loss of sales); (b) loss of actual or anticipated profit (whether direct or indirect); and/or (c) any third party claims (including any costs and/or losses

related to them), howsoever arising whether in contract, tort (including negligence) or breach of statutory duty or otherwise and whether or not such liability was foreseeable by the parties at the date the Contract was made.

9.2 Neither party excludes loss arising from death or personal injury cause by negligence or loss arising from fraud.

9.3 Subject to clause 9.2 the aggregate liability of the Company, whether in contract, tort (including negligence) or breach of statutory duty or otherwise, to the Customer for any loss or damage (whether asserted by the Customer or third parties) of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the Goods or contract price of the Services provided (as appropriate).

9.4 The Customer shall fully indemnify the Company, its employees, subcontractors and agents in respect of all actions, suits, claims, demands, costs, charges or expenses arising (whether asserted by the Customer or third parties) out of or in connection with the supply of the Goods or Services which is in excess of the limit of the Company's liability as set out in this clause 9.

9.5 The Customer shall fully indemnify and keep indemnified the Company from any and all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by the Company arising from or in connection with:

9.5.1 any non-compliance by the Customer and/ or its Personnel with the Data Privacy Laws; and/or

9.5.2 any breach by the Customer and/or its Personnel of its obligations under clause 11 of this Contract.

9.6 All recommendations and advice given by or on behalf of the Company to the Customer as to methods of storing, using or applying the Goods, the purposes for which the Goods may be applied and the suitability of using the Goods in any manufacturing process or in connection with any other materials are given without liability on the part of the Company.

9.7 The Company makes no representation or warranty that use of the Goods does not infringe the rights of any third party and the Company accepts no liability in this respect.

10 Compliance with laws

10.1 The Goods which are sold to the Customer pursuant to these Conditions are manufactured to comply with the laws and regulations affecting the manufacture, sale, packaging and labelling of the Goods which are in force in the UK at the time of sale to the Customer. The Customer acknowledges that if it sells the Goods in another country outside the UK that the Goods may not comply with the laws and regulations which apply in those countries in relation to the manufacture, sale, packaging and labelling of the Goods and that as a result the Customer agrees that:

10.1.1 it will comply with clause 10.3 in respect of such sales;

10.1.2 the Company shall not have any liability to the Customer for the Goods failing to comply with laws and regulations other than those in the UK; and

10.1.3 it shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any third party claims which may be made against the Company due to the Goods failing to comply with the local laws and regulations of a country other than the UK in relation to the manufacture, sale, packaging and labelling of the Goods.

10.2 In the case of sales made by a Customer other than in the UK

10.2.1 Unless otherwise agreed by both parties in writing the Customer accepts sole responsibility for compliance with all relevant laws and regulations which apply to the Goods in that country and for obtaining

and maintaining at its expense any necessary import or export licences, customs clearance, exchange control consent or other authorisation and permits whatsoever.

10.2.2 The Customer shall ensure that the Goods are at all times labelled in such a way as to ensure the safety which a person is entitled to expect from the Goods.

11 Data Protection

11.1 This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for Agreed Purposes.

11.2 Each party shall comply with all the obligations imposed on a controller under the Data Privacy Laws, and any material breach of the Data Privacy Laws by the Customer shall, if not remedied within 30 days of written notice from the other party, give grounds to the Company to terminate the Contract with immediate effect.

11.3 Each party shall:

11.3.1 ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

11.3.2 give full information to any data subject whose personal data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

11.3.3 process the Shared Personal Data only for the Agreed Purposes;

11.3.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

11.3.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Contract;

11.3.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

11.3.7 not transfer any personal data received from the Data Discloser outside the UK or EEA unless the transferor ensures that

(i) the transfer is to a country approved under the applicable Data Privacy Laws as providing adequate protection; or

(ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Privacy Laws; or

(iii) the transferor otherwise complies with its obligations under the applicable Data Privacy Laws by providing an adequate level of protection to any personal data that is transferred; or

(iv) one of the derogations for specific situations in the applicable Data Privacy Laws applies to the transfer.

11.4 Each party shall assist the other in complying with all applicable requirements of the Data Privacy Laws. In particular, each party shall:

11.4.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

11.4.2 promptly inform the other party about the receipt of any data subject rights request;

11.4.3 provide the other party with reasonable assistance in complying with any data subject rights request;

11.4.4 not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;

11.4.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Privacy Laws with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

11.4.6 notify the other party without undue delay on becoming aware of any breach of the Data Privacy Laws;

11.4.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the Shared Personal Data;

11.4.8 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

11.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 11; and

11.4.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Privacy Laws, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Privacy Laws.

12. Termination

12.1 If the Customer: (a) defaults in any payment or is otherwise in breach of any of its obligations to the Company under the Contract or any other contract with the Company (and fails to remedy the breach having been given 14 days written notice of such failure); or (b) compounds with or enters into any arrangement for the benefit of its creditors or commits any act of bankruptcy or being a company enters into voluntary or compulsory liquidation or suffers a receiver or administrative receiver or administrator being appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent or should the Company have reasonable cause to believe that any of these events is likely to occur; the Company may, notwithstanding any other provision of these Conditions and without prejudice to any other rights or remedies available to it, by notice in writing to the Customer immediately (i) suspend or cancel any uncompleted part of the Contract (including the performance of future Services); and/or (ii) stop any Goods in transit or require payment in advance or satisfactory security for further deliveries under the Contract; and/or (iii) repossess any Goods delivered to the Customer but not paid for in full (and for that purpose to enter upon the property upon which the same are situated) and resell the same.

13 Intellectual Property

13.1 All drawings, calculations, brochures and instructive matter furnished by the Company to the Customer in connection with this Contract are and shall remain the Company's property and must not be copied or shown to any third party (save where necessary in the ordinary course of the Customer's business) without the written consent of the Company. The Customer shall indemnify the Company against all damages, costs, losses, penalties, claims and other matters whatsoever arising out of the infringement or alleged infringement of any intellectual

property rights, including without limitation, any patent, registered design, copyright, trade mark or in respect of any passing off action which may result from the Company's carrying out or procuring the carrying out of work in respect of the manufacture and/or adaptation of the Goods in accordance with the requirements of the Customer.

14 Specifications etc

14.1 The Company takes care in furnishing all and any written description, illustration, specifications or other particulars in catalogues, brochures, price lists or other documents issued by the Company, but such information is subject to alteration without notice, and no warranty is given as to its accuracy nor is it or any part of it incorporated as a term of this or any contract between the Company and the Customer, save and except if any such information is specifically confirmed in writing to the Customer by the Company other than in a quotation, and then only subject to recognised tolerances, and in no circumstances whatever is the Company liable for any oral statement as to the nature, condition, specification, performance, quality, suitability or endurance of or in any other manner relating to the Goods or Services whether made negligently or otherwise and whether purporting to be made by or on behalf of the Company, nor for any loss of any kind whatever howsoever caused or resulting therefrom.

15 Force Majeure

15.1 In the event of any: (a) strike, lock out, trade dispute, accident, plague, epidemic, pandemic, local disease outbreak or other public health emergency, fire, flood or any natural disaster, war or civil disturbance; (b) statutes, rules regulations, order or requisitions issued by any Government department, council or other duly constituted authority; (c) act of God; (d) delay in delivery of materials; or (e) any cause or contingency whatsoever beyond the reasonable control of the Company affecting the Company's supply of Goods and/or Services pursuant to this Contract (a Force Majeure Event), this Contract or part of it which is so affected by the Force Majeure Event may be terminated or suspended by the Company in its sole and absolute discretion. Such cancellation or suspension shall not constitute a breach of contract by the Company and the Company shall not be liable to the Customer for any loss or damage howsoever arising as a result of such cancellation or suspension. At any time during such suspension under this clause the Company may exercise its right to terminate the Contract and if the period of suspension exceeds 90 days the Customer may terminate the Contract by service of notice in writing upon the Company, such notice to expire 30 days after such service and to be effective to terminate the Contract only if the period of suspension remains in force at the expiry of such period. Any such termination shall be without liability to either party for any loss or damage arising therefrom.

15.2 Neither the Customer nor the Company shall be liable for any failure to perform, or delay in performing, any of its obligations (other than indemnity obligations) if and to the extent that the failure or delay is caused by a Force Majeure Event, provided that such failure or delay could not have been prevented by reasonable precautions.

16 Severability

16.1 Each provision of the Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Contract but (except to that extent in the case of that provision) it and all other provisions of the Contract shall continue in full force and effect and their validity, legality and enforceability shall not thereby be affected or impaired.

17 Advice etc

17.1 Any advice or recommendation given orally or in writing by the Company, its Servants or agents whether requested by the Customer, or any other party, or not is for guidance only and is not intended to be relied upon, and the Company shall not be under any liability whatsoever in respect of any act or omission of any recipient (whether direct or indirect) of any such advice or recommendation or in respect of any loss whatsoever or howsoever occasioned in any manner resulting therefrom.

18 Notices

18.1 All notices to be served by one party on the other shall be deemed duly served four days after posting if posted by first class or airmail pre-paid post or by e-mail to the registered office of the other party or, in the absence of such registered office to the address notified in writing between the parties at the time of the Contract.

19 Governing Law and Jurisdiction

19.1 The construction, validity and performance of the Contract shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.