

Standard Terms and Conditions of Sale



1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England;

Conditions means the Supplier's terms and conditions of sale set out in this document;

Confidential Information means any commercial, financial or technical information, information relating to the Goods, plans, know-how, trade secrets or other information of the Supplier which by its nature is confidential or has been identified as such, or which is created by a party in performing its obligations under, or otherwise pursuant to the Contract;

Contract means the agreement between the Supplier and the Customer for the sale and purchase of Goods incorporating these Conditions and the Order;

Customer means the purchaser of the Goods whose details are set out in the Order;

Force Majeure has the meaning given in clause 17;

Goods means the goods and related accessories, spare parts and documentation and other physical material set out in the Order and to be supplied by the Supplier to the Customer;

Location means the address for delivery of the Goods as set out in the Order;

Order means an order for the Goods from the Supplier placed by the Customer in substantially the same form set out in the Supplier's sales order form;

Specification means the description or specification of the Goods and their packaging set out or referred to in the Order;

Supplier means Halco Brighthouse Ltd (Company number 10275261) whose registered office is at Addleshaw Goddard, One St Peter's Square, Manchester, UK, M2 3DE; and

VAT means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.

1.2 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.

1.3 The headings in these conditions are intended for reference only and shall not affect their construction.

2 Application of these Conditions

2.1 These Conditions apply to and form part of the Contract. They supersede any previously issued terms and conditions of purchase or supply and no terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

2.2 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.

2.3 Each Order by the Customer shall be an offer to purchase Goods subject to these Conditions, which shall remain in effect and capable of being accepted by the Supplier unless withdrawn by the Customer by giving written notice to the Supplier.

2.4 The Supplier may accept or reject an Order at its discretion. Notwithstanding that the Supplier may have given a detailed quotation to the Customer, an Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the earlier of:

- (a) the Supplier's written acceptance of the Order; or
- (b) the Supplier dispatching the Goods.

2.5 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

2.6 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Goods and are incapable of being accepted by the Customer.

2.7 The Supplier's catalogues, technical circulars, price lists, illustrations, drawings and other literature are for the Customer's general guidance only and the particulars contained in them shall not constitute representations by the Supplier and shall not form part of the Contract. No dimensions, details, statements or other information (including without limitation any information which relates to output variations, drilled metres per hour, product shape or other calculations which in any case may vary according to the actual operating conditions and application of such equipment from time to time) as

to capacity, output or power specified or contained in the drawings, catalogues, specifications, photographs or other documents or illustrations shall be treated as binding upon the Supplier unless the Supplier has expressly agreed otherwise in writing signed by an authorised signatory of the Supplier. The Supplier reserves the right to make such changes to the Specification of the Goods and/or the design of or material used in the Goods as it deems necessary.

3 Price

3.1 The price payable for the Goods shall be as set out in the quotation provided by the Supplier. In the event that the Supplier does not provide a quotation, the price payable for the Goods shall be as stated in the Supplier's published price list, current at the date of dispatch of the Goods by the Supplier.

3.2 Unless otherwise stated, all prices quoted by the Supplier shall be valid for 30 days only.

3.3 The price is exclusive of:

(a) packaging, delivery, insurance and any other additional expenses, which shall be charged in addition at the Supplier's standard rates, and (b) taxes or duties of any kind or nature.

3.4 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

3.5 The Customer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Goods. In addition, in the event any other similar tax is determined to apply to the Customer's purchase of the Goods from the Supplier, the Customer agrees to indemnify and hold the Supplier harmless from and against any and all such other similar taxes, duties and fees. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Goods shall be paid by the Customer; or in lieu thereof, the Customer shall provide the Supplier with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

3.6 The price is subject to adjustment at any time to take account of any variation in the Supplier's costs including (but not limited to) variations in wages, the cost of materials, exchange rate fluctuations, alteration of duties and other costs since the date of the Supplier's quotation or the Order, as applicable. The Supplier accordingly reserves the right to adjust the price on notice to the Customer and the invoice so adjusted shall be payable as if the price set out therein were the original contract price. Where the price for the Goods is varied in accordance with this condition the prices as varied shall be binding on both parties and shall not give either party any option of cancellation of the Contract.

4 Payment

4.1 Unless otherwise agreed in writing, payment for Goods shall be due at the time of or before dispatch of the Goods from the Supplier's premises.

4.2 If the Supplier agrees to open a monthly credit account with the Customer, payment shall be due not later than the end of the month following the month in which the Goods are despatched from the Supplier's premises.

4.3 If the Goods are delivered in instalments, each consignment will be invoiced as dispatched and each invoice will be treated as a separate account and be payable accordingly.

4.4 If upon the terms of the Contract, the price is payable by instalments or if the Customer has agreed to take specified quantities of Goods at specified times, a default by the Customer in the payment of any due instalment or the failure to give delivery instructions in respect of any quantity of Goods outstanding shall cause the whole of the balance of the price to become due forthwith.

4.5 The Customer shall make payments into the bank account or payment office notified by the Supplier in cleared funds. In the case of a letter of credit, the Customer shall request that its bank opens a letter of credit on behalf of the Supplier.

4.6 The price shall be due in full to the Supplier in accordance with the terms of the Contract and the Customer shall not be entitled to exercise any set-off, lien or any other similar right or claim.

4.7 The time of payment shall be of the essence of the Contract.

4.8 Without prejudice to any other rights it may have, the Supplier is entitled (both before and after any judgment) to charge interest at a rate equal to the higher of the interest rate payable on court judgements or 8% above the rate for main refinancing operations (minimum bid rate) of the European Central Bank (ECB) on overdue payments for the Goods or any instalments thereof and such interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

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4.9 Failure by the Customer to pay for any Goods or for any delivery or instalment shall entitle the Supplier to suspend further deliveries of any orders or instalments.

4.10 The Supplier reserves the right, where bona fide doubts arise about the Customer's financial position, to suspend further deliveries of any orders or instalments until payment or satisfactory security for payment has been provided by the Customer.

4.11 The Customer shall not be entitled to withhold payment of any amount payable to the Supplier because of any disputed claims by the Customer in respect of allegedly faulty Goods or any other alleged breach of contract.

5 Credit limit

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6 Delivery

6.1 The Goods shall be delivered by the Supplier, or by a carrier appointed by the Supplier, to the Location on the date(s) specified in the Order.

6.2 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 Supplier and not of the Customer for the purposes of sections 44, 45 and 46 of the Sale of Goods Act 1979.

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

6.4 No liability (whether in contract, for negligence or otherwise) for loss of or damage to the Goods or for any claim that any item delivered pursuant to the Contract is defective or is otherwise not in accordance with the Contract (being a defect or loss, damage or non-compliance which would be obvious upon a reasonable inspection of the Goods) or for non-delivery will attach to the Supplier unless claims to that effect are notified in writing by the Customer to the Supplier (and in the case of claims for loss, damage or non-delivery with a copy to the carrier if the Supplier's own vehicles have not been used to deliver the Goods):

(a) within fifteen days of delivery for loss, damage, defect or non-compliance with the Contract; or

(b) within ten days of the date of the invoice for non-delivery.

6.5 In the event of a valid claim for defect, loss, damage, or non-compliance with the Contract or non-delivery the Supplier undertakes at its option either to reprocess or replace the Goods concerned at its expense, but the Supplier shall not have any further or other liability in connection with such non-delivery, loss, damage or non-compliance.

6.6 If the Customer shall fail to give notice in accordance with clause 6.4 the Goods delivered shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Customer it shall be bound to accept and pay for the same accordingly and all claims in respect of non-delivery, loss, damage, defect or non-compliance shall (save as set out in clause 11) thereafter be wholly barred.

6.7 The Goods shall be deemed delivered:

(a) if delivered by the Supplier under clause 6.1, on arrival of the Goods at the Location; or

(b) if delivered by a carrier under clause 6.1, on delivery of the Goods by the Supplier to the carrier.

6.8 The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.9 The Customer acknowledges that performance of the stipulated time for delivery is subject to the timely receipt by the Supplier of all required documentation, necessary permits and releases to be provided by the Customer.

6.10 All times dates or periods given for delivery of the Goods are approximate only. Time of delivery is not the essence of the Contract. No delay shall entitle the Customer to reject any delivery or any further instalment or part of the Order or any other order from the Customer or to terminate the Contract or the Order.

6.11 The Supplier shall not be liable for any delay in or failure of delivery caused by:

(a) the Customer's failure to: (i) make the Location available; (ii) prepare the Location as required for delivery; or (iii) provide the Supplier with adequate instructions for delivery or otherwise relating to the Goods; or

(b) Force Majeure.

6.12 If for any reason the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all costs and expenses incurred by the Supplier in doing so including storage charges at the Supplier's then-applicable rate.

6.13 If thirty (30) Business Days following the due date for delivery of the Goods, the Customer has not taken delivery of the Goods, the Supplier may resell or otherwise dispose of the Goods. The Supplier shall:

(a) deduct storage charges at the Supplier's then-applicable rate and reasonable costs of resale; and

(b) account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the price paid by the Customer for the Goods.

6.14 Where Goods are to be delivered to an address outside Great Britain (which shall mean for the purposes of these conditions England, Scotland and Wales):

(a) the Supplier reserves the right to require the Customer to establish a letter of credit in favour of the Supplier and in a form satisfactory to the Supplier prior to the despatch of the Goods from the Supplier's premises; and

(b) if the Customer has failed to establish the letter of credit by delivery date the Supplier shall be entitled to withhold delivery without incurring any liability to the Customer.

7 Deferral and cancellation

7.1 The Customer may defer the planned delivery date for the Goods for up to Sixty (60) Business Days without becoming liable to any cancellation charge by reason of such deferral provided that the Customer gives to the Supplier a written notice (the "Deferment Notice") of such deferral prior to the planned delivery date. The Supplier shall be entitled to levy a deferral charge against the Customer in accordance with the following table:

Date of service of the Deferral Notice	Deferment Charge as a % of Price
More than 30 Business Days before the planned delivery date	10%
Less than 30 Business Days before the planned delivery date	20%

7.2 Deferral by the Customer by more than 60 Business Days beyond the original planned delivery date shall be deemed to be rescission of the Contract and payment of a cancellation charge, which shall be equal to the losses incurred by the Supplier, shall become due from the Customer.

8 Installation

8.1 Unless otherwise expressly agreed in writing, the Customer shall be solely responsible for the installation and erection of the Goods. Notwithstanding the fact that the Supplier may in some cases provide services or other personnel, data and drawings to aid the Customer with installation or start-up, the Supplier assumes no responsibility for the proper installation or support of the Goods when installed and, fullest extent permitted by applicable law, disclaims any express or implied warranties with respect to such installation and support.

8.2 The Customer shall indemnify and hold the Supplier harmless, and at the Supplier's request, defend the Supplier, from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defence of any such matter) which may be made or brought against the Supplier in connection with damage or personal injury arising out of the installation or set-up of the Goods.

9 Export terms

9.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 9 shall (subject to any special terms agreed in writing between the Customer and the Supplier) apply notwithstanding any other provision of these Conditions.

9.2 The Supplier's obligation to deliver the Goods shall be subject to the condition that the required export licenses are issued and that no other restrictions exist, arising from European, U.S. or any other applicable export control regulations.

9.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination, and into any country through which the Goods are transported, and for the payment of any duties on or in respect of the importation or transportation of the Goods.

9.4 The Customer shall comply with all export control legislation or regulations, applicable to the Customer, in particular with those applicable in the United Kingdom, in the European Union and in the United States of America. The Customer undertakes not to directly or indirectly export or re-export the Goods to any country for which such export may be prohibited by the aforementioned regulations. Failure to comply strictly with all laws relating to embargoes, sanctions, export and re-export applicable to Customer shall be grounds for immediate termination of the Contract by the Supplier.

10 Risk and title

10.1 Risk in the Goods shall pass to the Customer in accordance with the Incoterms 2010 rule specified in the supplier's written acceptance of the relevant order.

10.2 Title to the Goods shall pass to the Customer once the Supplier has received in full and in cleared funds and without condition from the Customer all payments to be made by the Customer under the Contract and any other contract between the Supplier and the Customer and on any other account whatsoever.

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

- (a) hold the Goods as bailee for the Supplier;
- (b) not create any lien charge or other incumbrance over the Goods or any part of them; and
- (c) store the Goods separately from all other material in the Customer's possession.

10.4 Notwithstanding clause 10.3, the Customer may resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clause 15 is, or is likely, to occur.

10.5 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clause 15(a), the Supplier may:

- (a) require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and
- (b) if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

11 Warranty

11.1 The Supplier warrants that the Goods shall, for a period of twelve months from the date of shipment from the Supplier's factory (the **Warranty Period**):

- (a) conform in all material respects to the Order and Specification; and
- (b) be free from material defects in design, material and workmanship.

11.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.

11.3 The Supplier shall, at its option, repair, replace, or refund the Price of any Goods that do not comply with clause 11.1, provided that the Customer:

- (a) serves a written notice on Supplier:
 - (i) during the Warranty Period in the case of defects discoverable by a physical inspection; or
 - (ii) in the case of latent defects, within one month from the date on which Customer became aware (or should reasonably have become aware) of the defect;
- (b) provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;
- (c) gives the Supplier a reasonable opportunity to examine the defective Goods; and
- (d) returns the defective Goods to the Supplier at the Customer's expense.

11.4 The provisions of these Conditions, including the warranties set out in clause 11.1, shall apply to any Goods that are repaired or replaced with effect from delivery of the repaired or replaced Goods.

11.5 The Supplier shall not be liable for any failure of the Goods to comply with clause 11.1:

- (a) where such failure arises by reason of wear and tear, wilful damage, sabotage, negligence, or could be expected to arise in the normal course of use of the Goods;
- (b) to the extent that the Goods have not been operated within the limits of rated and normal usage (including excessive thrust (force feed), rotational torque or rotation speed), operation outside designated air pressure working range, insufficient or incorrect lubrication, operation after discovery of defective or worn parts;
- (c) to the extent caused by the intentional or negligent action or inaction by the Customer or the end-user or any of their respective agents or employees or any person using it;
- (d) to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance;

- (e) where the serial numbers of the Goods have been altered, defaced or removed;
- (f) to the extent caused by the Supplier following any specification or requirement of the Customer in relation to the Goods;
- (g) where the Goods have been repaired by the Customer or another third party not so authorised by the Supplier;
- (h) where the Customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions; or
- (i) where the Customer uses any of the Goods after notifying the Supplier that they do not comply with clause 11.1.

11.6 The warranty provided in this clause 11 shall not apply to hammers and drill bits:

- (a) in the event of voluntary or involuntary admission of foreign elements into the air line or drill string;
- (b) in the case of button bits, if the bits have not been reground at necessary intervals commensurate with the nature of the rock being drilled;
- (c) in the case of oversize drill bit diameters as defined in the Supplier's catalogues, if such bits have been used in conditions unsuited to their use and/or where shank failure has occurred; or
- (d) in the event of breakage of only a single button.

11.7 Except as set out in this clause 11:

- (a) the Supplier gives no warranties and makes no representations in relation to the Goods; and
- (b) shall have no liability for their failure to comply with the warranty in clause 11.1,

and all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

11.8 The Supplier reserves the right to inspect the installation of the Goods and review maintenance procedures to determine if any alleged failure of the Goods was caused by any of the events listed in clause 11.5. If requested by the Supplier, the Customer or the end-user must return the defective Goods to Supplier's manufacturing facility for inspection.

11.9 Accessories, assemblies and components included in the Goods, which are manufactured by third parties are subject to the warranty of their respective manufacturers only.

11.10 Maintenance and wear parts are not covered by the warranty and are the sole maintenance responsibility of Customer or the end-user.

11.11 The warranty provided at clause 11.1 is limited to the first end-user and is not assignable or otherwise transferable without the prior written agreement of the Supplier.

11.12 No action by either party shall operate to extend or revive this limited warranty without the prior written consent of Supplier.

12 Indemnity and insurance

12.1 The Customer hereby agrees to indemnify, keep indemnified and hold harmless the Supplier against any losses, damages, costs (including legal costs), expenses or liabilities arising from any claim or demands made by any third party (including the Customer's employees) against the Supplier, or damage to any property (including Customer's property), arising out of or in connection with the performance of services or provisions of the Goods under a Contract, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Good provided hereunder) of Supplier caused or contributed thereto.

12.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract (including insurance against liability for accidents and injuries to the public or to employees, in the names of Supplier and Customer, and in an amount satisfactory to the Supplier). On request, the Customer shall supply evidence of the maintenance of the insurance and all of its terms from time to time applicable. If the Customer fails to provide such evidence, the Supplier shall be entitled to take out the insurance on the Customer's behalf and the cost thereof shall be added to the price of the Goods.

13 Limitation of liability

13.1 Subject to clause 13.3, the aggregate liability of the Supplier (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Customer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the Goods.

13.2 Subject to clause 13.3, the Supplier shall not be liable for any of the following (whether direct or indirect): loss of use, loss of profit, loss of income, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated) and harm to reputation or loss of goodwill.

13.3 Notwithstanding any other provision of the Contract, the liability of the parties shall not be excluded or limited in any way in respect of the following:

(a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) any other losses which cannot be excluded or limited by applicable law.

14 Intellectual property

14.1 No license or other rights in respect of any patents, copyrights, trademarks or other intellectual property rights owned by or licenced to Supplier are granted to Customer or implied by the sale of Goods.

15 Default or insolvency of Customer

If the Customer:

(a) shall be in breach of any of its obligations under the Contract; or (b) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntary or by court order), has a receiver appointed to any of its assets or ceases to carry on business; or (c) suspends or threatens to suspend or ceases or threatens to cease to carry on all or a substantial part of its business,

the Supplier in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part this Contract or may (without prejudice to the Customer's right subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend delivery or any further deliveries (as the case may be) of Goods until any default by the Customer be remedied.

16 Confidentiality and announcements

16.1 During the term of the Contract and thereafter, the Customer shall keep confidential all Confidential Information of the Supplier, not disclose such Confidential Information to any third party and shall not use such Confidential Information for any purpose, except as necessary to perform its obligations under the Contract.

16.2 The Customer shall ensure that any third party to which it discloses Confidential Information under this clause 16 is subject to a duty of confidentiality equivalent to that in this clause 16, and shall be responsible for any acts or omissions in relation to the use of Confidential Information by such third party.

16.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

17 Force majeure

The Supplier shall be entitled to delay or cancel delivery or to reduce the amount of Goods delivered if and to the extent that it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply ("**Force Majeure**").

18 Cancellation

18.1 Except as otherwise set out in these Conditions, the Contract may not be cancelled except by agreement in writing of both parties and upon the payment to the Supplier of such amount as may be necessary to indemnify the Supplier against all loss resulting from such cancellation.

18.2 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to cancel the Contract under this clause 18, it shall immediately notify the Supplier in writing.

18.3 Cancellation of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

19 Entire agreement

19.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

19.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party

shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

20 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, the Supplier.

21 Assignment

The Supplier may assign the Contract with the Customer or sub-contract the whole or any part thereof to any person, firm or company.

22 Severance

22.1 If any provision of the Contract is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

22.2 If any provision of the Contract is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

23 Waiver

No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under this Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Contract shall prevent any future exercise of it or the exercise of any other right, power or remedy.

24 Further Assurance

The Customer shall, at its own cost and expense, perform all acts, and sign, execute and deliver all deeds and documents, as may be required for the purpose of giving full effect to this Contract and shall procure that all necessary third parties shall also do so.

25 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

26 Third party rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

27 Governing law and jurisdiction

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.