

Rototek Limited General Terms and Conditions of Sale.

The Customer's attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.7.

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

Customer: the person or firm who purchases the Goods or Services or Goods and Services from Rototek.

Deliverables: the deliverables set out in the Order produced by Rototek for the Customer.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 15.

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

Goods Specification: any specification for the Goods, including any relevant plans or drawings, which is agreed in writing by the Customer and Rototek.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, images from Rototek or its customers, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods or Services or Goods and Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of Rototek's quotation, or overleaf, as the case may be.

Rototek: Rototek Limited (company number 07454710) registered in England and Wales and whose registered office is Millennium Green Business Centre Rio Drive, Collingham, Newark, Nottinghamshire, NG23 7NB.

Rototek Materials: has the meaning given in clause 8.1(h).

Services: the services, including the Deliverables, supplied by Rototek to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by Rototek to the Customer.

Warranty Period: has the meaning given in clause 5.1.

1.2 Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to writing or written excludes fax and email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Rototek issues written acceptance of the Order at which point, and on which date the Contract shall come into existence. (Commencement Date).
- 2.3 Any samples, drawings, descriptive matter, or advertising issued by Rototek and any descriptions of the Goods or illustrations or descriptions of the Services contained in Rototek's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 2.5 Any quotation given by Rototek shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.8 Acceptance of the written conformation from Rototek is also acceptance of these Conditions which the Customer agrees supersede all terms and conditions of the Customer.

3. Goods

- 3.1 The Goods are described in the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify Rototek 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 Rototek arising out of or in connection with any claim made against Rototek for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Rototek's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 Rototek reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and Rototek shall notify the Customer in any such event.

4. Delivery of Goods

- 4.1 Rototek shall ensure that:
 - (a) each delivery of the Goods is accompanied by a delivery note which shows the date the delivery note is raised, all relevant Customer and Rototek reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) ; and the quantity of the items delivered.
 - (b) it states clearly on the delivery note any requirement for the Customer to return any packaging material to Rototek (if any).

- 4.2 Rototek shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after Rototek notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Rototek shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Rototek with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. It is further acknowledged that in order to keep delivery costs down, Rototek's couriers/delivery company may delay delivery until they have a full load to the same area as the Customer and Rototek are not liable for such delays.
- 4.5 Rototek shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Rototek with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, mechanical failure of the delivery vehicle or third party processes outside of the control of Rototek.
- 4.6 If the Customer fails to accept delivery of the Goods within three Business Days of Rototek notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Rototek's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Rototek notified the Customer that the Goods were ready; and
 - (b) Rototek shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after the day on which Rototek notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, Rototek may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8 Rototek may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

5.1 Rototek warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), (unless specified in writing to the Customer under a separate contract for a different period) - the Goods shall:

- (a) conform with their description and any applicable Goods Specification.
- (b) be free from material defects in design, material, and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by Rototek.

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to Rototek during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) Rototek is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by Rototek) returns such Goods to Rototek's place of business at the Customer's cost,

Rototek shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 Rototek shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow Rototek's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same.
- (c) the defect arises as a result of Rototek following any drawing, design or specification supplied by the Customer.
- (d) the Customer alters or repairs such Goods without the written consent of Rototek.
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions or misuse by the end user.
- (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or

- (g) the defect arises because the Customer failed to inform Rototek orally or in writing to changes in the Customer's specification or the specification of parts associated with the Goods.
- 5.4 Except as provided in this clause 5, Rototek shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 These Conditions shall apply to any repaired or replacement Goods supplied by Rototek.
- 6. **Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
 - (a) Rototek receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Rototek's property.
 - (b) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods.
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Rototek's behalf from the date of delivery.
 - (d) notify Rototek immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d); and
 - (e) give Rototek such information as Rototek may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Rototek receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - (a) it does so as principal and not as Rototek's agent; and

- (b) title to the Goods shall pass from Rototek to the Customer immediately before the time at which resale by the Customer occurs.

6.5 At any time before title to the Goods passes to the Customer, Rototek may:

- (a) by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services and sharing of information

- 7.1 Rototek shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 Rototek shall use all reasonable endeavours to meet any performance dates for the Services specified in any Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Rototek reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Rototek shall notify the Customer in any such event.
- 7.4 Rototek warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.5 Any service on design or consultancy are set within Rototeks Design and Tooling policy and contract or Rototeks consultancy contract and form no part of the company's terms and conditions.
- 7.6 Rototek may transfer information about the Customer to its bankers/financiers, in order for them to provide their services to Rototek and other customers of theirs and to help to:
 - (a) obtain credit insurance.
 - (b) undertake credit control.
 - (c) undertake assessment and analysis (including credit scoring, market, product, and statistical analysis).
 - (d) securitise debts and
 - (e) protect their interests.

- 7.7 Rototek may make credit reference agency searches in respect of the Customers business and its principals. Please note that credit reference agencies make a record of searches which may be used to prevent fraud or money laundering or by other subscribers to make credit decisions about the Customer.
- 7.8 The Customer agrees to all such sharing of information.
- 7.9 In the event that any search produces an adverse result, Rototek may refuse to provide any Goods or Services, may remove credit terms, or require payment in full in advance.

8. Customer's obligations

- 8.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in both the Service Specification and the Goods Specification are complete and accurate.
 - (b) co-operate with Rototek in all matters relating to the Services.
 - (c) provide Rototek, its employees, agents, consultants, and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Rototek to provide the Services.
 - (d) provide Rototek with such information and materials as Rototek may reasonably require in order to supply the Services and ensure that such information is complete and accurate in all material respects.
 - (e) prepare the Customer's premises for the supply of the Services.
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
 - (g) comply with all applicable laws, including health and safety laws.
 - (h) keep all materials, equipment, documents, and other property of Rototek (Rototek Materials) at the Customer's premises in safe custody at its own risk, maintain Rototek Materials in good condition until returned to Rototek, and not dispose of or use Rototek Materials other than in accordance with Rototek's written instructions or authorisation; and
 - (i) comply with any additional obligations as set out in the Service Specification or the Goods Specification or both.
- 8.2 If Rototek's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- (a) without limiting or affecting any other right or remedy available to it, Rototek shall have the right to suspend performance of the Services until the Customer remedies the Customer

Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Rototek's performance of any of its obligations;

- (b) Rototek shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Rototek's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse Rototek on written demand for any costs or losses sustained or incurred by Rototek arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 The price for Goods:

- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in Rototek's published price list as at the date of the order; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

9.2 The charges for Services shall be calculated on a time and materials basis:

- (a) the charges shall be calculated in accordance with Rototek's daily fee rates, as set out in the Order.
- (b) Rototek's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 9.00 am to 5.00 pm worked on Business Days.
- (c) Rototek shall be entitled to charge an overtime rate (as advised) of the daily fee rate on a pro rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b); and
- (d) Rototek shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Rototek engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Rototek for the performance of the Services, and for the cost of any materials.

9.3 Rototek reserves the right to:

- (a) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Rototek that is due to:
 - (i) any factor beyond the control of Rototek (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, and other manufacturing costs).

- (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Rototek adequate or accurate information or instructions in respect of the Goods.

9.4 In respect of Goods, Rototek shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Rototek shall invoice the Customer as set out in any Order or quotation.

9.5 The Customer shall pay each invoice submitted by Rototek:

- (a) In accordance with any Order or quotation (including the request for payment in advance); or
- (b) within 30 days of the date of the invoice or in accordance with any credit terms agreed by Rototek and confirmed in writing to the Customer; and
- (c) in full and in cleared funds to a bank account nominated in writing by Rototek, and

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

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

9.7 If the Customer fails to make a payment due to Rototek under the Contract by the due date, then, without limiting Rototek's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Rototek.

10.2 Rototek grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables

(excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.

10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.

10.4 The Customer grants Rototek a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Rototek for the term of the Contract for the purpose of providing the Services to the Customer.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. Limitation of liability

12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

12.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence.
- (b) fraud or fraudulent misrepresentation.

- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - (d) defective products under the Consumer Protection Act 1987.
- 12.4 Subject to clause 12.2 and clause 12.3, Rototek's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 12.5 In clause 12.4:
 - (a) cap. The cap is one hundred per cent (100%) of the total charges under the Order; and
 - (b) total charges. The total charges mean all sums paid by the Customer and all sums payable under the Contract in respect of goods and services actually supplied by Rototek, whether or not invoiced to the Customer.
- 12.6 This clause 12.6 sets out specific heads of excluded loss:
 - (a) Subject to clause 12.2 and clause 12.3, clause 12.6(b) excludes specified types of loss.
 - (b) The following types of loss are wholly excluded:
 - (i) loss of profits.
 - (ii) loss of sales or business.
 - (iii) loss of agreements or contracts.
 - (iv) loss of anticipated savings.
 - (v) loss of use or corruption of software, data, or information.
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.
- 12.7 Rototek has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.8 Rototek shall have no liability in relation to the design of the Goods where the Customer has signed off and agreed the design. The Customer shall confirm the tooling drawings as being correct and if in doubt should seek expert advice.
- 12.9 This clause 12 shall survive termination of the Contract.

13. Termination

- 13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
 - (e) the other party commits a material breach of any term of the contract any intellectual property in terms of the process, manufacturing settings, instructions, processing information, or Rototek purchased or manufactured equipment used in the provision of services remains the property of Rototek.
- 13.2 Without affecting any other right or remedy available to it, Rototek may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 13.3 Without affecting any other right or remedy available to it, Rototek may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Rototek if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d), or Rototek reasonably believes that the Customer is about to become subject to any of them.

14. Consequences of termination

- 14.1 On termination of the Contract:
- (a) the Customer shall immediately pay to Rototek all of Rototek's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has

been submitted, Rototek shall submit an invoice, which shall be payable by the Customer immediately on receipt.

- (b) the Customer shall return all of Rototek Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then Rototek may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations, and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

16. General

16.1 Assignment and other dealings

- (a) Rototek may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Rototek.

16.2 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 16.2 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

16.3 Waiver.

- (a) A waiver of any right or remedy is only effective if given in writing.
 - (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 16.4 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 16.5 **Entire agreement.**
 - (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 16.6 **Third party rights.**
 - (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 16.7 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 16.8 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 16.9 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.