

Deepdale Engineering Co. Ltd. Terms and Conditions Of Sale  
Issue Date: 22.09.2015

The Customer's attention is particularly drawn to the provisions of clause 13.	5.	Quality of Goods
1. Interpretation	5.1	Where the Supplier is not the manufacturer of the Goods, the Supplier shall pass to the Customer the benefit of any manufacturer's warranty or guarantee.
1.1 Definitions. In these Conditions, the following definitions apply:	5.2	The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery ("warranty period"), the Goods shall:
Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.	5.2.1	conform in all material respects with the Goods Specification; and
Commencement Date: has the meaning set out in clause 2.2.	5.2.2	be free from material defects in design, material and workmanship.
Conditions: these terms and conditions as amended from time to time in accordance with clause 16.7.	5.3	Subject to clause 5.4, if:
Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.	5.3.1	the Customer gives notice in writing 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 5.2; and
Customer: the person or firm who purchases the Goods and/or Services from the Supplier.	5.3.2	the Supplier is given a reasonable opportunity of examining such Goods in situ; the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
Deliverables: the deliverables set out in the Order.	5.4	The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.2 if:
Delivery Location: has the meaning set out in clause 4.2.	5.4.1	the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.3;
Force Majeure Event: has the meaning given to it in clause 15.1.	5.4.2	the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
Goods: the goods (or any part of them) set out in the Order.	5.4.3	the Customer alters or repairs such Goods without the written consent of the Supplier;
Goods Specification: any specification for the Goods, including any relevant plans or drawings that is agreed in writing by the Customer and the Supplier.	5.4.4	the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.	5.4.5	the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation.	5.5	Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.2.
Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below.	5.6	The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.3.
Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.	6.	Title and Risk
Supplier: Deepdale Engineering Co. Limited registered in England and Wales with company number 473086 whose registered office is Pedmore Road, Dudley, West Midlands, DY2 0RD.	6.1	The risk in the Goods shall pass to the Customer on completion of delivery.
1.2 "Construction". In these Conditions, the following rules apply :	6.2	Title to the Goods shall not pass to the Customer until the earlier of:
1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);	6.2.1	the Supplier receives payment in full (in cash or cleared funds) for the Goods in which case title to the Goods shall pass at the time of payment; and
1.2.2 a reference to a party includes its [personal representatives,] successors or permitted assigns;	6.2.2	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.
1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;	6.3	Until title to the Goods has passed to the Customer, the Customer shall:
1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and	6.3.1	store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
1.2.5 a reference to writing or written includes faxes [and e-mails].	6.3.2	not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
2. Basis of Contract	6.3.3	maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.	6.3.4	notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.11; and
2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").	6.3.5	give the Supplier such information relating to the Goods as the Supplier may require from time to time.
2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.	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 the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.	6.4.1	it does so as principal and not as the Supplier's agent; and
2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.	6.4.2	title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for the period stated in such quotation.	6.5	If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.11, then, without limiting any other right or remedy the Supplier may have:
2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.	6.5.1	the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
3. Goods	6.5.2	the Supplier may at any time:
3.1 The Goods are described in the Goods Specification.	(a)	require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
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 the Supplier 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 and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.	(b)	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.
3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.	7.	Free Issue Material
3.4 Where the Contract requires the submission of drawings and specifications to the Customer for approval prior to their use, the Customer shall be obliged to return them to the Supplier either approved or with a complete set of comments within 14 days of the date of their submission. The Supplier will, at the Customer's expense, supply such additional copies of documentation as the Customer may reasonably request.	7.1	Materials, goods, plant, tools, equipment or any other property supplied by or on behalf of the Customer to the Supplier for carrying out the Contract shall remain at the Customer's risk at all times whilst on the Supplier's premises, or in transit, or otherwise under the Supplier's control. The Supplier will not under any circumstances be liable for any loss or damage arising therefrom. The Customer is advised to insure all such property for all risks.
4. Delivery of Goods	7.2	The following conditions apply to the following processes of free issue material: cold pressing, machinings, rolling and fabricating:
4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, a brief description of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.	7.2.1	in compliance with section 6 of the Health and Safety at Work Act 1974, a Customer supplying free issue materials shall make available to the Supplier in writing all relevant information relating to the results of any relevant tests carried out on, or in connection with, the materials supplied. Furthermore, the Customer shall make the Supplier aware in writing, of any conditions necessary to ensure that the Supplier's use of such free issue materials will be safe and without risks to health.
4.2 Unless otherwise agreed, the Goods shall be delivered Ex-Works Incoterms 2010 at the Supplier's premises ("Delivery Location").	7.2.2	the Customer shall supply the Supplier with free issue material the tensile of which shall be in the tensile range of 26.30 tonnes in no case shall the Supplier be supplied with material with a tensile in excess of 33.5 tonnes;
4.3 Delivery of the Goods shall be completed on the completion of loading of the Goods at the Delivery Location.	7.2.3	the Customer (or its supplier) shall ensure that the "grain" of the material shall run at 90 degrees to the required pressing operation i.e. material must be provided to allow for pressing across the "grain" and not with the "grain". Where more than one bend is required and the "grain" and the material for one of these bends runs parallel with the pressing operation, no responsibility will be accepted by the Supplier for cracking or breaking along this bend;
4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions, any relevant technical integrity approval or any other instructions that are relevant to the supply of the Goods.	7.2.4	materials should not be supplied to the Supplier with any cut-outs, slots, holes etc. local to the required bend lines. In such cases distortion may occur and the Customer accepts that the Supplier shall not be liable for such distortions;
4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.	7.2.5	any work carried out by the Supplier on any faulty material or material not conforming with conditions 7.2.2, 7.2.3 and 7.2.4 will be chargeable by the Supplier to the Customer at cost;
4.6 If the Customer fails to accept or take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:	7.3	The Supplier reserves the right to reject any free issue material deemed unsuitable for the specified performance of the Contract.
4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and	7.4	Free issue materials delivered to the Supplier will be worked and held by the Supplier subject to:
4.6.2 the Supplier shall store the Goods until delivery takes place, and may charge the Customer for all related costs and expenses.	7.4.1	a lien on such materials for monies due in respect of any work carried out to them; and
4.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.	7.4.2	a general lien on such materials for any monies charged or expenses due to the Supplier from the Customer for any work carried out by the Supplier to any other Goods on behalf of the Customer and if any lien is not satisfied within a reasonable time from the date upon which the Supplier gives notice of exercise of its lien to the Customer, the Goods may be sold by the Supplier and the proceeds of sale applied in or towards satisfaction of every such lien, and all proper charges and expenses in relation thereto and the Supplier will account to the Customer for any balance. Any such lien shall be in addition and without prejudice to any other right the Supplier may otherwise make or exercise.
	8.	Supply of Services
	8.1	Subject to the provisions of clause 7, the Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
	8.2	The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified, subject to receipt of any free issue materials, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

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8.3	The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.	14.1.2	the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
8.4	The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.	14.1.3	the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
9.	Customer's Obligations		
9.1	The Customer shall:		
9.1.1	ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;	14.1.4	a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
9.1.2	co-operate with the Supplier in all matters relating to the Services;		
9.1.3	promptly provide the Supplier with such information including relevant technical integrity approval in writing and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; and	14.1.5	a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
9.1.4	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.	14.1.6	an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);
9.2	If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):	14.1.7	the holder of a qualifying charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
9.2.1	the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;	14.1.8	a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
9.2.2	the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and	14.1.9	any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1.2 to clause 14.1.8 (inclusive);
9.2.3	the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.	14.1.10	the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
10.	Charges and Payment	14.1.11	the Customer financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
10.1	The price for Goods and/or Services shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.	14.2	Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
10.2	The Supplier shall invoice the Customer:	14.3	Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.11, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
10.2.1	in respect of Goods, on or at any time after completion of delivery; and		
10.2.2	in respect of Services on or at any time after completion of performance.		
10.3	The Customer shall pay each invoice submitted by the Supplier:	14.4	On termination of the Contract for any reason:
10.3.1	within 30 days of the end of the month in which the invoice is dated; and	14.4.1	the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
10.3.2	in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.	14.4.2	the Customer shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. 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;
10.4	All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.	14.4.3	the accrued rights and remedies of the parties as at termination shall not be affected, 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; and
10.5	If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.	14.4.4	clauses which expressly or by implication have effect after termination shall continue in full force and effect.
10.6	The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.	15.	Force Majeure
11.	Intellectual Property Rights	15.1	For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
11.1	All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.	15.2	The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
11.2	The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.	15.3	If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
11.3	To the extent that any Goods or Services are to be supplied in accordance with a specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any director, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of such specification. This clause 11.3 shall survive termination of the Contract.	16.	General
12.	Confidentiality	16.1	Assignment and other dealings.
12.1	A party ("receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 12 shall survive termination of the Contract.	16.1.1	the Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
13.	Limitation of Liability: The Customer's Attention Is Particularly Drawn to this Clause	16.1.2	the Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
13.1	Nothing in these Conditions shall limit or exclude the Supplier's liability for:	16.2	Notices.
13.1.1	death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;	16.2.1	any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax [or e-mail].
13.1.2	fraud or fraudulent misrepresentation;	16.2.2	a notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 1.00 pm on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax [or e-mail], one Business Day after transmission.
13.1.3	breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);	16.2.3	the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
13.1.4	breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or	16.3	Severance.
13.1.5	defective products under the Consumer Protection Act 1987.	16.3.1	if any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
13.2	Subject to clause 13.1:	16.3.2	if [one party gives notice to the other of the possibility that] any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
13.2.1	the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and	16.4	Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
13.2.2	the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the higher of:	16.5	No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
(a)	the price of the Goods and/or Services paid by the Customer at the time of any claim; and	16.6	Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
(b)	in respect of an insured loss, the amount actually received by the Supplier in respect of a claim made pursuant to its insurance.	16.7	Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
13.3	The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.	16.8	Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
13.4	This clause 13 shall survive termination of the Contract.	16.9	Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
14.	Termination		
14.1	Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:		
14.1.1	the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;		