



## Excel Assemblies Ltd – Conditions of Sales

1.1 All contracts of sale made by Excel Assemblies Limited (referred to herein as the **Company**) shall be deemed to incorporate these Terms and Conditions. No variation of any addition to these Terms and Conditions or any other terms and conditions shall be governed by the laws of England and, for the Company's benefit, 1.2 These Terms and Conditions shall override and take the place of any other terms and conditions in any contract or other communication used by the Purchaser in concluding the contract with the Company.

1.3 No contract shall come into effect until the Purchaser's order has been accepted in writing by the Company. 1.4 Each order or acceptance of a quotation for goods by the Purchaser from the Company shall be deemed to be an offer by the Purchaser to buy goods subject to these Terms and Conditions.

1.5 The Purchaser shall ensure that the terms of its order and any applicable specification are complete and accurate. 1.6 Neither the Uniform Laws on International Sales nor the Convention on Contracts for the International Sale of Goods shall apply to any contract. The construction, validity and performance of all contracts and any disputes or claims arising out of any contract shall be governed by the laws of England and, for the Company's benefit, the Purchaser submits to the jurisdiction of the English courts and agrees (without limiting the Company's rights to bring proceedings in any other courts of competent jurisdiction, whether constituted or not) that the English courts shall have jurisdiction to settle any claims or dispute in relation to any contract and that their judgments will be binding, conclusive and enforceable by the courts of other jurisdictions. If not in England, the Purchaser shall on request of the Company appoint an agent in England authorised to accept service of process by the Company. 1.7 The Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

1.8 The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

### 2 Price

2.1 Any quotation is valid for a period of [30] days from its date, provided that the Company has not previously withdrawn it. 2.2 In the case of all orders, unless otherwise expressly stated in writing by the Company, orders are accepted on the basis that: (a) the prices stated is the net price of the goods (after deduction of any discounts) for delivery in accordance with the contract and overrides any quotation or estimate;

(b) the Company is entitled without prior notice to adjust the price stated to take account of any change in specification or quantities made at the request of the Purchaser or any alteration before the date of delivery in the cost of the Company of labour, materials, sub-contract services or import or export duties or tariffs or transport or any other item which directly affects the cost to the Company of supplying the goods; (c) the price stated is for a quantity of goods which is more or less than the quantity accepted by the Company, the Purchaser shall pay for such goods at the pro rata contract rate; (d) the price stated is exclusive of value added tax (VAT) and any other taxes, custom duties, import levies and other duties, levies and impositions. Without limitation, if the goods are to move to an EU member state other than the UK, the Company shall charge and the Purchaser shall pay on demand VAT in relation to the goods unless there is supplied to the Company evidence satisfactory to HM Revenue & Customs to establish that the supply of the goods is zero rated for UK VAT purposes. The Purchaser shall in any event provide to the Company on demand such information as the Company may from time to time reasonably require in order to enable the Company to comply with UK VAT legislation in respect of the sale of the goods.

2.3 In the case of orders in respect of export sales (i.e. orders for delivery outside the United Kingdom): (a) all orders accepted after the date when the price was quoted by a percentage not exceeding the percentage rise in the said rate for the Quoted Currency and shall forthwith notify the Purchaser of such increased price which shall thereupon be substituted for the original price. 3 Payment

3.1 Unless otherwise expressly stated and subject to Condition 11.2(e), prices are due and payable, without any withholding, deduction, set-off or counter claim, in the agreed currency for value in immediately available funds. Payment Terms are strictly from the invoice date and these terms will be enforced rigorously. Payment by cheque or other negotiable instrument shall not be deemed to be received until the Company has received the cleared funds. 3.2 In the case of export sales, subject to Condition 11.2(e), payment shall be made forthwith against delivery of the goods in accordance with Condition 4 below by accepted bill of exchange or other banker's credit or payments. 3.3 If the Purchaser fails to make payment in full in accordance with these Terms and Conditions then (without prejudice to any other rights of the Company) the Company may attribute a partial payment to one or more specific items, rather than to all the items which are the subject of a particular contract. 3.5 The Company shall be entitled to set off any indebtedness of the Company to the Purchaser against any indebtedness of the Purchaser to the Company, in each case on any account whatsoever. 3.6 Where carriage, packing, warehousing or other charges (including VAT) are stated separately from the price they will nevertheless be payable by the Purchaser at the same time as if they formed part of the price and shall be treated as such. 3.7 Time of payment is of the essence of every contract incorporating these Terms and Conditions.

### 4 Dispatch, Delivery and Risk

4.1 Whilst the Company will use all reasonable endeavours to keep to any stated dispatch or delivery date such dates are to be regarded as a guide and approximate only and, provided it shall have exercised all reasonable endeavours as aforesaid, the Company accepts no liability whatsoever for any loss or damage resulting from delay and, however the same shall have been caused, nor shall delay entitle the Purchaser to rescind the contract unless such delay exceeds 180 days following the expected delivery date. Time shall not be deemed to be of the essence of the contract. 4.2 In the case of non-export sales, the Purchaser will consign all goods by the method considered by the Company to be most appropriate and will bear the cost of insurance, packaging and carriage except where: (a) otherwise agreed in writing; or (b) the total contract price is less than the minimum order quantity or value from time to time established by the Company.

4.3 In the case of non-export sales, delivery shall be effected, unless otherwise agreed in writing, on the goods being off-loaded from the carrier's transport at their destination and the risk in the goods sold shall pass to the Purchaser, unless otherwise agreed in writing, and subject to sections 33 and 37 of the Sale of Goods Act 1979, when they are off-loaded at their destination. 4.4 In the case of export sales, delivery shall be effected:

- (a) in the case of FOB and CFR contracts, by delivery to the Purchaser or its duly authorised agent of the bills of lading, airway bill or other document in respect of the goods; or
- (b) in the case of CIF contracts, by delivery to the ship or aircraft at the place of export or to the specified carrier or to its duly authorised agent of the goods and by delivery to the confirming house or its agent of the bills of lading, airway bill or other document in respect of the goods; or
- (c) in the case of Ex Works contracts by delivery of the goods to the Purchaser or his carrier at the Company's premises.

4.5 If for any reason the Purchaser fails to accept delivery of any of the goods when they are ready for delivery, or the Company is unable to deliver the goods on time because the Purchaser has not provided appropriate instructions, documents, licences or authorisations: (a) risk in the goods shall pass to the Purchaser (including for loss or damage caused by the Company's negligence); (b) the goods shall be deemed to have been delivered; and (c) the Company may store the goods until delivery, and the Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 In the case of export sales notwithstanding that the stated price may include the cost of carriage from the Company's premises the risk in the goods sold shall pass to the Purchaser upon their transfer at such premises onto the carrier's or Purchaser's transport save that where the contract is stated to be CIF, FOB or CFR the risk shall pass to the Purchaser when the goods are delivered onto the ship or aircraft. 4.7 The Purchaser must insure the goods in their full replacement value against all risks that it would be prudent to insure against in respect of property passing and must on demand produce to the Company satisfactory evidence of such insurance. 4.8 The Purchaser must:

- (a) examine the goods as soon as practicable and in any event within 3 days after delivery;
  - (b) notify the Company and any carrier in writing of any shortage or excess or damage or other failure to conform to the contract within 7 days after the date of delivery and of any non-delivery within 14 days after the expected date of delivery; and
  - (c) give the Company, any carrier and their agents a reasonable opportunity to inspect the goods as delivered.
- If the Purchaser fails to do so as well as deemed to have accepted the goods and the Purchaser rejects goods for short delivery or reject the amount ordered where an excess has been delivered. This Condition 4.8 is without prejudice to Condition 7.

4.9 The Purchaser shall provide at the delivery point and at its expense adequate and appropriate equipment and manual labour for loading or unloading of the goods (as applicable). 4.10 When the goods are delivered or shipped in lots or by instalments the contract shall be construed as a separate contract in respect of each lot or instalment subject to these Terms and Conditions and affirmed in the contract in writing (and no cancellation/repudiation of one contract or instalment shall entitle the Purchaser to repudiate/cancel any other contract/instalment).

4.11 The quantity of any consignment of goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary. 4.12 Any liability shall not be liable for any non-delivery of goods (even if caused by the Company's negligence) if the Purchaser fails to give written notice to the Company of the non-delivery in accordance with Condition 4.8(b).

4.13 Any liability of the Company for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such goods. 5 Property

5.1 Notwithstanding delivery of the goods or any document representing them, the Company reserves the right of disposal of each item, and the property therein shall not pass to the Purchaser until the earlier of (a) receipt by the Company of payment in cleared funds in full for such item and all other goods, whether or not the same type, supplied by the Purchaser and any default interest and (b) sale by the Purchaser of such item to an independent third party on arms length terms in the ordinary course of business (which the Purchaser must effect as principal and not as agent for the Company).

5.2 The Company shall be deemed to have delivered the goods to the Purchaser when the goods have not passed from the Company. 5.3 Retention of Title The risk in the goods shall pass from the Company to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the Company has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the Company and the buyer for the payment of the full price of those goods under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the buyer under which the goods were delivered.

5.4 Pending the passing of property, the Purchaser shall (a) hold the goods on a fiduciary basis for the Company's benefit; (b) not dispose, of charge or encumber the goods or any interest therein or purport to do so (except under Condition 5.1 (b) above); (c) retain possession of them in good order and condition and free from any lien, distress, execution or other legal process; (d) not do anything which might prejudice the Company's title to the goods or its right to enforce its rights; (e) not destroy, deface or obscure any identifying mark or packaging on or relating to the goods and maintain the goods in satisfactory condition. The Purchaser must inform from the Company of the whereabouts of the goods on request and shall deal, and shall in the absence of proof to the contrary be deemed to have dealt with them and other goods of the same type in the order in which they are delivered.

5.5 While the Company retains ownership of the goods, the Purchaser will deliver up or have delivered up to the Company and/or allow the Company to repossess the goods (a) if the Purchaser is in breach of any of the terms and conditions of the contract and after such delivery up or repossession allow the Company to re-sell the same for its own account. By virtue of this agreement the Purchaser grants the Company an irrevocable licence for the Company, its agents and employees to enter the Purchaser's premises at any time for such purposes as to inspect the goods.

5.6 All payments made by the Purchaser to the Company shall be appropriated at first to the Company's goods which have been re-sold by the Purchaser and then to the Company's goods which remain in the actual or constructive possession of the Purchaser notwithstanding any purported appropriation otherwise than by the Purchaser. 5.7 Where the Company is unable to determine whether any goods are the goods in respect of which the Purchaser has been in re- possession, the Purchaser shall be deemed to have sold or disposed of the goods to the Company and the Purchaser shall be liable to the Company for the value of the goods so sold or disposed of. 5.8 On termination of the contract, however caused, any goods (but not the Purchaser's) rights contained in this Condition 5 shall remain in effect.

### 6 Descriptions and Drawings

6.1 Subject only to Condition 7, all descriptions, drawings (other than technical drawings) and catalogues of goods are approximate only being intended to serve merely as a guide and accordingly the Purchaser shall not rely on them and the Company shall not be liable for their accuracy. Such descriptions, drawings etc shall not form part of the contract and this is not a sale by sample. 6.2 All drawings prepared by the Company and the copyright therein shall remain the property of the Company and shall be returned to it by the Purchaser on demand. If such drawings shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Company. 7 Warranty and Limitation of Liability

7.1 Subject to Condition 4, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of: (a) any breach of these Terms and Conditions; (b) any use made or resale by the Purchaser of any of the goods, or of any product incorporating any of the goods; and (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the contract. 7.2 The Company warrants that it will without charge repair or (at the Company's discretion) replace the goods or refund or issue a credit note against all or an appropriate part of the price of the goods if: (a) it is shown to the Company's reasonable satisfaction that, on delivery, they were defective as to material or workmanship, or as to conformity with any specifications or technical drawings expressly agreed by it in writing to be binding, or otherwise not in conformity with the express terms of the contract, and that this was not caused wholly or partly by defective workmanship or use of materials, or by the course of transit or, while the goods were at the Purchaser's risk, by accident, wilful default, improper storage or use or failure to follow instructions; and (b) within six months (unless otherwise agreed in writing) after delivery the Purchaser serves on the Company a written claim under this warranty and makes the goods available for inspection and testing on behalf of the Company or (if the Company so requires) returns them to the Company's premises, carriage paid, and the claim is, in the reasonable opinion of the Company, justified.

7.3 Subject to Condition 7.5 below, the warranty in Condition 7.2 above is in lieu of and supersedes, excludes and extinguishes (and the Purchaser shall not rely on) any other warranty, condition, representation, collateral contract, assurance, guarantee, stipulation, liability or obligation whatsoever by or on behalf of the Company (without limitation, whether in contract or tort including negligence or otherwise, breach of statutory duty, misrepresentation, restitution or otherwise, whether express or implied or otherwise) in relation to the performance or contemplated performance of the contract, the goods' description, correspondence with sample, satisfactory or other quality or fitness for any purpose (whether or not made known to the Company) for which the Company or its agents or suppliers, their appearance, finish, freedom from defects, safety or durability, or their performance, state, condition, design or other characteristics without limitation, whether on delivery or at any other time. The Purchaser waives any rights and remedies which it may nevertheless have and the Company's liability is limited accordingly. 7.4 In any event, the Company shall not be liable for any loss or damage in excess of the purchase price of any of the goods.

(a) shall not extend to wasted expenditure, loss of profit, loss of business or opportunity of goodwill in each case whether direct, indirect or consequential, or any claims for economic loss which arise out of or in connection with the contract; (b) shall not (unless otherwise agreed in writing) exceed the price paid or payable under the contract; and (c) shall (unless otherwise agreed in writing) cease six months after delivery of the goods (or after their stated delivery date if not delivered) unless before then the Purchaser serves on the Company a written claim under this warranty absolutely if proceedings in respect of the claim have not been commenced within six months after service of the claim (unless otherwise agreed in writing).

7.5 Nothing in these Conditions will exclude, restrict or limit:

- (i) liability for breach of any term implied by section 12 of the Sale of Goods Act 1979 (title etc.); or
- (ii) liability for negligence by the Company or its employees or agents resulting from the Company's negligence; or
- (iii) liability up to £1,000,000 in respect of any particular contract for damage to the Purchaser's property resulting from negligence but limited to the cost of repair or replacement; or
- (iv) any other liability of the Company if and to the extent that as a matter of law it can be excluded, restricted or limited; and
- (v) liability of the Company in respect of any personal injury or death.

7.6 The Purchaser acknowledges that this Condition 7 is fair and reasonable in view of the Purchaser's expertise, assessment and testing of the goods and reliance on it over rather than the Company's skill and judgement and is reflected in the price. The Purchaser shall accept risk and/or insure accordingly. 8 Health and Safety at Work

Subject to Condition 7 above, the Purchaser shall be solely responsible for and shall keep the Company indemnified against any loss, liability or expense arising directly or indirectly from use of the goods other than in accordance with recognised usage. The Purchaser shall comply (and ensure that its employees and agents comply) strictly with all instructions, warnings, data sheets and other material (including without limitation those regarding health and safety and environmental matters) supplied by the Company with, or in connection with, the goods and shall, when supplying the goods, ensure that they are accompanied by the same. 9 Force Majeure

The Company shall be deemed not to be in breach of any contract and reserves the right to defer the date of delivery or to cancel the contract or reduce the volume of the goods ordered by the Purchaser (without liability to the Purchaser if it is prevented from or delayed or hindered in complying with what would otherwise be its obligations thereunder by any circumstances which are beyond its control or which it could not reasonably be expected to control including (but not limited to) any Act of God, governmental action, war, pestilence, fire, industrial action, armed hostilities, acts of terrorism, revolution, blockage, strike or other labour disputes, lock-out of workers, shortage of raw materials, industrial or trade dispute, fire, explosion, flood, adverse weather, disease or epidemic, accident or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, restrictions or delays affecting carriers or carriers or delays in obtaining supplies of adequate or suitable materials, change of law or regulation or any form of Government, official or regulatory intervention. If the circumstances in question continue for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice to the Company to terminate the contract. 10 Assignment

The Company may, but the Purchaser may not, without the prior written consent of the Company (which the Company may withhold in its absolute discretion), assign, charge otherwise dispose of any contract incorporating these Terms and Conditions or any rights thereunder in whole or in part. Any of the same purported to be effected by the Purchaser without such consent shall be void. The Purchaser shall upon request consent to a novation of any such contract to an affiliate of the Company or to any person to whom the Company may dispose of its business or any relevant part of it. 11 Default

11.1 The Company may by notice in writing to the Purchaser terminate any contract forthwith if: (a) the Purchaser shall commit any breach of any of its terms (including without limitation terms concerning the time for payment of the purchase price) or of the terms of any other contract with the Company PROVIDED if such breach is remediable the Company has previously given to the Purchaser notice thereof and the same has not been remedied within 7 days thereafter (in the case of a breach occasioned by the Purchaser's failure to pay any amount) or 21 days thereafter (in any other case); (b) the Purchaser is, or its statutory purposes is deemed or appears to be, unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities), or the Purchaser otherwise becomes insolvent or suspends payment or threatens to do so, or the Purchaser becomes any judgment against it to remain unsatisfied for 7 days; (c) a moratorium is declared in respect of the Purchaser's indebtedness; (d) steps are taken or proposed or threatened to:

- (i) rescind any of the Purchaser's indebtedness;
  - (ii) propose any composition, scheme of arrangement, compromise, assignment or arrangement involving the Purchaser and its creditors generally; or
  - (iii) obtain an administration order or appoint any administrative or other receiver, manager, liquidator, administrator, administrative receiver or other similar officer in relation to, or put in force any legal process against, the Purchaser or any of its property;
  - (iv) administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
  - (v) enforce any charge or other security over the Purchaser's property;
  - (vi) repossess any goods in the Purchaser's possession under any agreement; or
  - (vii) wind up or go into liquidation or such steps shall be taken by or on behalf of the Purchaser without the Company being given at least 5 business days' prior written notice thereof;
- (e) where the Purchaser is an individual or partnership, he or any partner dies or any steps are taken to make a bankruptcy order against him or any partner; or- (f) the Company certifies to the Purchaser that it otherwise has reasonable grounds for believing that the Purchaser is or threatens to become insolvent or that the Company's right to receive payment, or an interest in the goods, is or will be in jeopardy;
- (g) there is a change in ownership or management control of the Purchaser such that the new owner or controller of the Purchaser is a direct or indirect proprietor of the Company; or
- (h) outside England and Wales, anything corresponding to any of the above occurs.

11.2 If condition 11.1 above and/or 11.2 above is satisfied, the Company may at any time, in its discretion and without prejudice to its other rights and whether or not it delivers any further goods or accepts any further payments, by written notice to the Purchaser:

- (a) suspend any deliveries to be made under, or terminate, cancel or rescind, the contract and any other contracts with the Purchaser (but without releasing the Purchaser from its obligations thereunder);
  - (b) terminate, cancel or rescind the contract and/or any other contracts with the Purchaser and/or claim damages;
  - (c) renege any express implied or otherwise warranty or guarantee in relation to the goods or any other goods of the Company; and
  - (d) require the Purchaser to deliver them immediately to the Company (and the Purchaser shall do so, failing which the Company may enter the premises where they are without liability for any resulting damage (other than damage arising from the negligence or willful default of the Company), against the return of payment for the goods delivered and the return of the proceeds of any sale of the goods by the Purchaser).
- (e) resell them or transfer the property in them to the Purchaser;

(f) require the Purchaser to return all equipment, materials and property belonging to the Company supplied to it in connection with any contract with the Company; and

(g) declare (whereupon there shall forthwith become) immediately due and payable any indebtedness of the Purchaser to the Company under the contract and/or any account whatsoever. 12 Intellectual Property

12.1 The Purchaser shall have no rights to any intellectual property owned by or licensed to the Company other than (if applicable) to resell the goods under the trade or service mark owned by the Company. The Purchaser shall not, without the Company's prior written consent, show any trade or service mark or any instruction or warning applied to the goods to be obliterated or obscured. 12.2 The Purchaser shall be deemed to have accepted the goods if it uses or otherwise applies any trade or service mark or any instruction or warning or generated by or on behalf of the Company which remain the Company's property, shall be treated as confidential and shall not be copied, reproduced or disclosed to any person without the Company's prior written consent.

12.3 The Purchaser shall forthwith notify the Company after it becomes aware of any allegation, or information suggesting that the goods or their use or sale infringes any third party intellectual property rights. The Company shall not be liable to the Purchaser under any contract for the consequences of any such infringement except to the extent that the Company has actual knowledge when the goods are delivered to the Purchaser that they or their intended use or sale by the Purchaser as disclosed to the Purchaser would infringe such rights. The Company may conduct any related dispute and the Purchaser shall assist the Company. The terms implied by sections 12(1) and 12(2) of the Sale of Goods Act 1979, so far as they relate to intellectual property rights, are qualified accordingly and to the extent the Company will transfer only such title as it has.

### 13 Confidentiality and Employees

13.1 All information and advice, written or oral, of whatever nature supplied by the Company to the Purchaser for the Purchaser's sole use and may not be disclosed or made available to any third party (save to the extent of it is in the public domain otherwise than by breach of this Condition or disclosure is required by law) without the Company's prior written consent. 13.2 The Purchaser shall not, and shall procure that all members of its group shall not, directly or indirectly solicit or endeavour to entice away from the Company or any of its affiliates, offer employment or conduct any contract of services with, any person employed by the Company in connection with the development, distribution or marketing of the goods or the provision of the services the subject of the contract either during or for a period of 12 months following termination of any contract with the Company.

### 14 General

14.1 Any notice under these Terms and Conditions or any contract to the Company or the Purchaser or otherwise shall be in writing and shall be given by recorded delivery or registered post (if posted in the United Kingdom) or pre-paid airmail post (if posted outside the United Kingdom) or by hand delivery or fax: (a) when given to the Purchaser, to any address or fax number from which the Company has received communications from the Purchaser in connection with the contract; and when given to the Company, Excel Assemblies Ltd, c/o Weightmans LLP, 57 King Street, Manchester, M2 4PD (b) for the attention of the Company Secretary or to such other address or fax number or for the attention of such other person as the Company may notify to the Purchaser.

14.2 Notices shall be deemed to have been received: (a) if sent by recorded delivery or registered post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or (b) if sent by pre-paid airmail post, five days, excluding Saturdays, Sundays and bank and public holidays after posting (exclusive of the day of posting); or (c) if delivered by hand, on the day of delivery; or (d) if sent by fax on a working day prior to 4:00 pm, at the time of transmission and otherwise on the next working day.

14.3 If the Purchaser comprises two or more persons, their obligations are joint and several. 14.4 The headings used in these Terms and Conditions are for convenience only and shall not affect the construction thereof. 14.5 If any provision of a contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed not to form part of the contract and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. 14.6 Failure or delay by the Company in enforcing or partially enforcing any provision of a contract shall not be construed as a waiver of any of its rights under the contract. 14.7 Any waiver by the Company of any breach of, or any default under, any provision of the contract by the Purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract. 14.8 The parties agree that any failure or remedy by the Company is not intended to and shall not amount to affirmation of a contract by election and the Company reserves its rights under the contract unless it is expressly agreed in writing. 14.9 The parties to the contract do not intend that any term of the contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.10 The headings used in these Terms and Conditions are for convenience only and shall not affect the construction thereof.

14.11 If any provision of a contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed not to form part of the contract and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

14.12 Failure or delay by the Company in enforcing or partially enforcing any provision of a contract shall not be construed as a waiver of any of its rights under the contract.

14.13 Any waiver by the Company of any breach of, or any default under, any provision of the contract by the Purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.

14.14 The parties agree that any failure or remedy by the Company is not intended to and shall not amount to affirmation of a contract by election and the Company reserves its rights under the contract unless it is expressly agreed in writing.

14.15 The parties to the contract do not intend that any term of the contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.