

TEXTURING TECHNOLOGY LIMITED (TTL)
TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. **Interpretation**
 - 1.1 **Definitions.** In these Conditions, the following definitions apply:
 - Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
 - Commencement Date** has the meaning set out in clause 2.2.
 - Conditions** means these terms and conditions as amended from time to time in accordance with clause 15.7.
 - Contract** means the contract between TTL and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
 - Customer** means the person or firm who purchases the Goods and/or Services from TTL.
 - Customer Materials** means the materials (or any part of them) to which Services may be applied or provided by TTL pursuant to the Contract.
 - Deliverables** means the Customer Materials following the application of the Services.
 - Delivery Location** has the meaning set out in clause ~~Error!~~ **Reference source not found.**
 - Force Majeure Event Goods** has the meaning given to it in clause 14.1.
 - Goods Specification** means any specification for the Goods.
 - Intellectual Property Rights** means 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.
 - Order** means 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 TTL's quotation, as the case may be.
 - Services** means the finishing engineering or Promic maintenance services supplied by TTL to the Customer Materials (including but not limited to any associated processes and any other treatment or process applied by TTL), as set out in the Service Specification in the Customer's purchase order form, or TTL's quotation, as the case may be.
 - Service Specification** means the description or specification for the Services provided in writing by TTL to the Customer.
 - TTL** means Texturing Technology Limited registered in England and Wales with company number 026844488.
 - TTL Materials** has the meaning set out in clause 8.1.5.
 - 1.2 **Construction.** In these Conditions, the following rules apply:
 - 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
 - 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;
 - 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,
 - 1.2.5 a reference to **writing** or **written** includes faxes and e-mails.
 2. **Basis of contract**
 - 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
 - 2.2 The Order shall only be deemed to be accepted when TTL issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
 - 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 TTL which is not set out in the Contract.
 - 2.4 Any samples, drawings, descriptive matter or advertising issued by TTL and any descriptions of the Goods or illustrations or descriptions of the Services contained in TTL'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.
 - 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.
 - 2.6 Any quotation given by TTL shall not constitute an offer, and is only valid for a period of 90 Business Days from its date of issue.
 - 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.
 3. **Goods**
 - 3.1 The Goods are described in the Goods Specification.
 - 3.2 TTL reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.
 4. **Delivery of Goods**
 - 4.1 TTL shall ensure that:
 - 4.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and TTL reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.2 if TTL requires the Customer to return any packaging material to TTL, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as TTL shall reasonably request. Returns of packaging materials shall be at TTL's expense.
 - 4.2 TTL 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 TTL notifies the Customer that the Goods are ready.
 - 4.3 TTL 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 TTL notifies the Customer that the Goods are ready.
 - 4.4 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
 - 4.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. TTL 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 TTL with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
 - 4.6 If TTL 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. TTL 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 TTL with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
 - 4.7 If the Customer fails to accept or take delivery of the Goods within 10 Business Days of TTL notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by TTL's failure to comply with its obligations under the Contract in respect of the Goods:
 - 4.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the FOURTEENTH Business Day following the day on which TTL notified the Customer that the Goods were ready; and
 - 4.7.2 TTL shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
 - 4.8 If 14 Business Days after TTL notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, TTL 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.
5. **Quality of Goods**
 - 5.1 TTL warrants that on delivery, and for a period of 6 months from the date of delivery (**warranty period**)] the Goods with the exception of measurement probes consumables and any physical damage sustained shall:
 - 5.1.1 conform in all material respects with the Goods Specification;
 - 5.1.2 be free from material defects in design, material and workmanship;
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 5.1.4 be fit for any purpose held out by TTL.
 - 5.2 Subject to clause 5.3, if:
 - 5.2.1 the Customer gives notice in writing during the warranty period within a reasonable time of discovery that part or all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.2.2 TTL is given a reasonable opportunity of examining such Goods; and
 - 5.2.3 the Customer (if asked to do so by TTL) returns such Goods to TTL's place of business at the Customer's cost,TTL shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
 - 5.3 TTL shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
 - 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow TTL'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; the defect arises as a result of TTL following any drawing, design or Goods Specification supplied by the Customer;
 - 5.3.4 the Customer alters or repairs such Goods without the written consent of TTL;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 5.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
 - 5.4 Except as provided in this clause 5, TTL 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 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by TTL under clause 5.2.
 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:
 - 6.2.1 TTL receives payment in full (in cash or cleared funds) for the Goods and any other goods that TTL has supplied to the Customer 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
 - 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.
 - 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as TTL's property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on TTL's behalf from the date of delivery;
 - 6.3.4 notify TTL immediately if it becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.11; and
 - 6.3.5 give TTL such information relating to the Goods as TTL may require from time to time.
 - 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 TTL receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 6.4.1 it does so as principal and not as TTL's agent; and
 - 6.4.2 title to the Goods shall pass from TTL to the Customer immediately before the time at which resale by the Customer occurs.
 - 6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.11 then, without limiting any other right or remedy TTL may have:
 - 6.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - 6.5.2 TTL may at any time:
 - 6.5.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - 6.5.2.2 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**
 - 7.1 TTL shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
 - 7.2 TTL shall use all reasonable endeavours to meet any performance dates for the Services specified in the 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 TTL 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 TTL shall notify the Customer in any such event.
 - 7.4 TTL warrants to the Customer that the Services will be provided using reasonable care and skill.
 - 7.5 The Customer warrants that it is either the owner of the Customer Materials delivered to or accepted by TTL for the Services or that it is authorised by such owner to accept these conditions on such owner's behalf.
 - 7.6 It shall be the Customer's sole responsibility to ensure that the Customer Materials are suitable for the Services to be applied.
 - 7.7 Where TTL in its sole discretion TTL considers that Customer Materials are unsuitable for application of the Services, or if the Services have commenced to complete the Services, TTL shall
 - 7.7.1 advise the Customer as soon as is reasonably practicable and shall be entitled to discontinue the Services forthwith.
 - 7.7.2 notify the Customer of TTL's outstanding charges in respect of the Services carried out up to the date of discontinuance and the Customer shall pay such charges within 30 days of the date of notification.
 - 7.7.3 advise the Customer to collect the Customer materials or arrange transport at its own expense and risk from TTL's works as soon as possible following notification of discontinuance of Services and in the event that the Customer fails to collect the Customer Materials within 7 days of such notification having been issued TTL shall store the Customer Materials at the Customer's risk and shall be entitled to charge the Customer reasonable storage expenses.
 8. **Customer's obligations**
 - 8.1 The Customer shall:
 - 8.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 - 8.1.2 co-operate with TTL in all matters relating to the Services;
 - 8.1.3 provide TTL with such information and materials as TTL may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - 8.1.4 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;
 - 8.1.5 keep and maintain all materials, equipment, documents and other property of TTL (**TTL Materials**) at the Customer's premises in safe custody at its own risk, maintain TTL Materials in good condition until returned to TTL, and not dispose of or use TTL Materials other than in accordance with TTL's written instructions or authorisation; and
 - 8.2 If TTL'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**):
 - 8.2.1 TTL 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 TTL's performance of any of its obligations;
 - 8.2.2 TTL shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from TTL's failure or delay to perform any of its obligations as set out in clause 0, and
 - 8.2.3 the Customer shall reimburse TTL on written demand for any costs or losses sustained or incurred by TTL arising directly or indirectly from the Customer Default.

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9. Charges and payment

- 9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in TTL'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.
- 9.2 The charges for Services shall be on a time and materials basis and shall be calculated in accordance with TTL's standard daily fee rates and transportation fees, where applicable, as set out in the Order
- 9.3 TTL reserves the right to:
- 9.3.1 increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. TTL will give the Customer written notice of any such increase three months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify TTL in writing within two weeks of the date of TTL's notice and TTL shall have the right without limiting its other rights or remedies to terminate the Contract by giving two weeks' written notice to the Customer; and
- 9.3.2 increase the price of the Goods or Services, by giving notice to the Customer at any time before delivery or provision, to reflect any increase in the cost of the Goods or Services to TTL that is due to:
- 9.3.2.1 any factor beyond the control of TTL (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 9.3.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods or Services ordered, or the Goods Specification or Services Specification; or
- 9.3.2.3 any delay caused by any instructions of the Customer in respect of the Goods or Services or failure of the Customer to give TTL adequate or accurate information or instructions in respect of the Goods or Services.

9.4 In respect of Goods, TTL shall invoice the Customer on or at any time after completion of delivery. In respect of Services, TTL shall invoice the Customer on monthly in arrears.

9.5 The Customer shall unless, varied by agreement in the Order, pay each invoice submitted by TTL:

- 9.5.1 within 30 days of the date of the invoice; and
- 9.5.2 in full and in cleared funds to a bank account nominated in writing by TTL, 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 TTL to the Customer, the Customer shall, on receipt of a valid VAT invoice from TTL, pay to TTL 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 any payment due to TTL under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% 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.

9.8 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. TTL may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by TTL to the Customer.

10. Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by TTL.
- 10.2 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 TTL obtaining a written licence from the relevant licensor on such terms as will entitle TTL to license such rights to the Customer.
- 10.3 All TTL Materials are the exclusive property of TTL.

11. Confidentiality

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 11 shall survive termination of the Contract.

12. Limitation of liability

- 12.1 Nothing in these Conditions shall limit or exclude TTL's liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 12.1.2 fraud or fraudulent misrepresentation;
- 12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 12.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 12.1.5 defective products under the Consumer Protection Act 1987.
- 12.2 Subject to clause 12.1:
- 12.3 TTL 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
- 12.3.1 TTL'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 value of the Contract

12.4 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.

12.5 This clause 12 shall survive termination of the Contract.

13. Termination

- 13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.1.1 the other party 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;
- 13.1.2 the other party 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 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 13.1.3 the other party 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 that other party with one or more other companies or the solvent reconstruction of that other party;

13.1.4 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 other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

13.1.5 a creditor or encumbrancer of the other party 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;

13.1.6 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 other party (being a company);

13.1.7 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

13.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

13.1.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.2 to clause 13.1.8 (inclusive);

13.1.10 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

13.1.11 the other party's financial position deteriorates to such an extent that in TTL's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

13.2 Without limiting its other rights or remedies, TTL 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.

13.3 Without limiting its other rights or remedies, TTL may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and TTL 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 13.1.2 to clause 13.1.11 or TTL reasonably believes that the Customer is about to become subject to any of them.

13.4 On termination of the Contract for any reason:

13.4.1 the Customer shall immediately pay to TTL all of TTL's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, TTL shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.4.2 the Customer shall return all of TTL Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then TTL 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;

13.4.3 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

13.4.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. Force majeure

14.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of TTL including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of TTL 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 TTLs or subcontractors.

14.2 TTL 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.

14.3 If the Force Majeure Event prevents TTL from providing any of the Services and/or Goods for more than 12 weeks, TTL shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. General

15.1 Assignment and other dealings.

15.1.1 TTL 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.

15.1.2 The Customer shall not, without the prior written consent of TTL, 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.

15.2 Notices.

15.2.1 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.

15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2.1(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am 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.

15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

15.3 Severance.

15.3.1 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.

15.3.2 If 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.

15.4 **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.

15.5 **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.

15.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7 **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 TTL.

15.8 **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.

15.9 **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).