

## **SIMULATOR SUPPORT SERVICES LIMITED**

### **TERMS & CONDITIONS FOR THE SUPPLY OF PARTS AND REPAIR SERVICES**

#### **1 Definitions**

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions (**Conditions**).

**Contract** means any contract between SSSL and the Customer created in accordance with condition 2.2 subject to these Conditions;

**Customer's Parts** means any parts which have been sent to SSSL for repair by the Customer under the Contract as set out in the Quotation;

**Customer** means the person, firm or company who purchases New Parts, Second Hand Parts, Refurbished Parts, and/or Repair Services from SSSL;

**Deliverables** means any New Parts, Second Hand Parts, Refurbished Parts and Repair Services (or any of them as the context requires) to be provided by SSSL under a Contract;

**New Parts** means any new parts sourced from the manufacturer or the manufacturer's supplier which are to be supplied to the Customer by SSSL as set out in the Quotation;

**Parts** means any New Parts, Second Hand Parts, Refurbished Parts or Customer's Parts;

**Price** has the meaning given to it in condition 8.1;

**Quotation** means any quotation, proposal or similar document issued by SSSL in connection with the provision of the Deliverables;

**Refurbished Parts** means any parts which have been sourced by SSSL and which have been refurbished to the standard level of refurbishment of SSSL;

**Repair Services** means any repair services to be provided by SSSL in respect of Customer's Parts under the Contract as set out in the Quotation;

**Second Hand Parts** means any parts which have been sourced by SSSL but which are not in need of refurbishment;

**SSSL** means Simulator Support Services Limited of Units 1 – 8, Hanley Court Business Centre, Tidenham, Chepstow, NP16 7NA.

1.2 Words in the singular include the plural and in the plural include the singular.

1.3 A reference to one gender includes a reference to the other gender.

1.4 Headings in these Conditions shall not affect their interpretation.

#### **2 Application of conditions**

2.1 These Conditions shall:

2.1.1 apply to and be incorporated into the Contract (and any subsequent contract for the supply of Deliverables by SSSL to the Customer); and

- 2.1.2 prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a Quotation, or implied by law, trade custom, practice or course of dealing.
- 2.2 The Customer's purchase order, or the Customer's acceptance of a Quotation in relation to the supply of the Deliverables by SSSL, constitutes an offer by the Customer to purchase the Deliverables specified in it on these Conditions. No such offer placed by the Customer shall be accepted by SSSL other than:
  - 2.2.1 by SSSL issuing an order acknowledgement; or
  - 2.2.2 (if earlier) by SSSL starting to provide the Deliverableswhen a contract for the supply and purchase of those Deliverables on these Conditions will be established (the **Contract**). The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the Contract.
- 2.3 All Quotations are given by SSSL on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any Quotation shall be valid for a period of 30 days from its date, provided that SSSL has not previously withdrawn it. SSSL reserves the right to withdraw Quotations at any time without notice to the Customer. If any New Parts, Second Hand Parts or Refurbished Parts contained in a Quotation are sold by SSSL to another customer prior to acceptance of the Quotation by the Customer, the Quotation shall be deemed to have been automatically withdrawn by SSSL.
- 2.4 All specifications issued by SSSL are issued or published for illustrative purposes only and do not form part of the Contract. SSSL gives no warranty in respect of the accuracy of any such specifications.
- 2.5 Any advice or recommendation given by SSSL or its employees, contractors or agents about the storage, application or use of any Parts should not be relied upon by the Customer unless it is confirmed in writing by an authorised officer of SSSL.

### 3 **SSSL'S obligations**

- 3.1 SSSL shall use reasonable endeavours to provide the Deliverables to the Customer in all material respects in accordance with the Quotation.
- 3.2 SSSL shall use all reasonable endeavours to meet any delivery dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence of the Contract.

### 4 **Customer's obligations**

- 4.1 The Customer shall in order to assist SSSL in the provision of the Deliverables:
  - 4.1.1 provide, in a timely manner, such information as SSSL may reasonably request in connection with the provision of the Deliverables and ensure that such information is accurate in all material respects;
  - 4.1.2 co-operate with SSSL in all matters relating to the provision of the Deliverables.

4.2 If SSSL's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, SSSL shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

4.3 The Customer shall be liable to pay to SSSL, on demand, all reasonable costs, charges or losses sustained or incurred by SSSL (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.

## 5 **Repair services**

5.1 Unless otherwise agreed, the Customer shall be responsible for arranging, and paying all costs associated with, the delivery of the Customer's Parts to SSSL for the purpose of the Repair Services to be carried out by SSSL.

5.2 Once the Repair Services have been provided by SSSL, the Customer's Parts shall be delivered to the Customer in accordance with the provisions of condition 6.

5.3 SSSL shall not be liable for any loss or damage to the Customer's Parts which arises during the transportation or examination of the Customer's Parts.

5.4 SSSL reserves the right to use Second Hand Parts and Refurbished Parts in the Supply of the Repair Services.

5.5 SSSL shall notify the Customer if the Customer's Parts are not suitable for repair (in the reasonable opinion of SSSL). The Customer must notify SSSL in writing within 14 days if it requires any Customer's Parts which are deemed unsuitable for repair to be returned following examination.

5.6 If the Customer notifies SSSL that it requires the return of the Customer's Parts pursuant to condition 5.5, the Customer shall be responsible for the cost of returning the Customer's Parts to the Customer.

5.7 If the Customer fails to notify SSSL within the 14 day period specified in condition 5.5 that it requires the return of the Customer's Parts, unless otherwise agreed:

5.7.1 SSSL may as the agent of the Customer dispose of the Customer's Parts in such manner as SSSL may determine and the Customer will indemnify SSSL against any liability incurred by it to any third party whose property shall have been disposed of by SSSL in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that the Customer's Parts belonged to the Customer;

5.7.2 SSSL shall have absolute discretion as to whether the Customer's Parts should be scrapped, sold or otherwise disposed of and shall not be liable to the Customer for any alleged failure to obtain the best price (if any) for them; and

- 5.7.3 SSSL shall be entitled to retain any proceeds of sale absolutely unless the Customer claims them within 28 days of the date upon which SSSL notified the Customer that the Customer's Parts were not suitable for repair. The proceeds of sale shall be taken as consideration in respect of SSSL's costs of examining the Customer's Parts.
- 5.8 If the Customer's Parts are not suitable for repair and cannot be repaired in accordance with the Quotation, SSSL shall provide the Customer with a Quotation for a replacement New Part, Second Hand Part or Refurbished Part (if available to SSSL). SSSL shall not be liable for any costs, charges or losses sustained or incurred by the Customer in circumstances where the Customer's Parts cannot be repaired in accordance with the Quotation.
- 5.9 SSSL gives no warranty that the Customer's Parts can be repaired.

## **6 Delivery**

- 6.1 Unless otherwise agreed in writing by SSSL, delivery of all Parts shall take place at the address of SSSL set out above, and the Customer shall be responsible for the collection and transportation of the Parts and payment of all costs associated with such collection and transportation.
- 6.2 Any dates specified by SSSL for the delivery of Parts are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 6.3 Subject to the other provisions of these conditions, SSSL shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Parts (even if caused by SSSL's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 90 days.
- 6.4 If for any reason the Customer is unable to collect the Parts within two business days following the day the Customer has been informed that the Parts are awaiting collection:
- 6.4.1 risk in the Parts shall pass to the Customer (including for loss or damage caused by SSSL's negligence);
- 6.4.2 the Parts shall be deemed to have been delivered; and
- 6.4.3 SSSL may store the Parts until they are collected, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 6.5 SSSL may deliver the Parts by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 6.6 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 6.7 The Customer shall inspect and check any Parts immediately on delivery and shall give SSSL notice in writing within 14 working days after the day of

delivery as to any alleged defect together with details of the alleged defect. The Customer will permit SSSL to inspect any allegedly defective Parts and (if asked to do so by SSSL) shall return such Parts to SSSL (at the cost of SSSL) for the inspection to take place there. If the returned Parts are found by SSSL to be defective upon examination, SSSL shall at its option repair or replace the Parts or refund the Price of such Parts. If the returned Parts are not found to be defective upon examination, the Parts shall be returned to the Customer (at the cost of the Customer).

- 6.8 If the Customer does not provide any notice within the time frame specified in condition 6.7, the Parts shall be deemed to be in accordance with the Contract and the Customer shall be deemed to have accepted the Parts and to be liable to pay the Price for those Parts.
- 6.9 New Parts, Second Hand Parts or Refurbished Parts which have been supplied in accordance with the Contract may not be returned to SSSL without SSSL's prior written consent. If SSSL consents to the return of any New Parts, Second Hand Parts or Refurbished Parts the Customer shall be responsible for the cost of returning such parts to SSSL's premises and shall pay to SSSL a re-stocking fee equal to 20% of the Price of such New Parts, Second Hand Parts or Refurbished Parts.
- 6.10 Any consent by SSSL to accept the return of New Parts, Second Hand Parts, or Refurbished Parts under condition 6.9 is subject to such parts being in the same condition as when supplied by SSSL and in the original packaging.

## **7 Title, risk and insurance**

- 7.1 New Parts, Second Hand Parts and Refurbished Parts are at the risk of the Customer from the time of delivery or deemed delivery.
- 7.2 The Customer's Parts are at the risk of the Customer at all times, and the Customer shall keep the Customer's Parts insured against loss or damage and third party risks throughout the transportation of the Customer's Parts to and from SSSL and the period during which SSSL is providing the Repair Services.
- 7.3 Ownership of New Parts, Second Hand Parts and Refurbished Parts shall not pass to the Customer until SSSL has received in full (in cash or cleared funds) all sums due to it in respect of:
- 7.3.1 those New Parts, Second Hand Parts or Refurbished Parts; and
- 7.3.2 all other sums which are or which become due to SSSL from the Customer on any account.
- 7.4 Until ownership of New Parts, Second Hand Parts or Refurbished Parts has passed to the Customer, the Customer shall:
- 7.4.1 hold the New Parts, Second Hand Parts or Refurbished Parts on a fiduciary basis as SSSL's bailee;
- 7.4.2 store the New Parts, Second Hand Parts or Refurbished Parts separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as SSSL's property;

- 7.4.3 not destroy, deface or obscure any identifying mark, part number, serial number, or packaging on or relating to the New Parts, Second Hand Parts or Refurbished Parts; and
- 7.4.4 maintain the New Parts, Second Hand Parts or Refurbished Parts in satisfactory condition.
- 7.5 SSSL shall be entitled to recover payment for New Parts, Second Hand Parts or Refurbished Parts notwithstanding that ownership in those parts has not passed from SSSL.
- 7.6 Until ownership of New Parts, Second Hand Parts, or Refurbished Parts has passed to the Customer, SSSL may at any time require the Customer to deliver up the New Parts, Second Hand Parts or Refurbished Parts. If the Customer fails to deliver up the New Parts, Second Hand Parts or Refurbished Parts within a reasonable period, SSSL may repossess and dismantle, detach, disconnect and remove, use, sell or otherwise deal with the New Parts, Second Hand Parts or Refurbished Parts and may for that purpose, or for the purpose of inspecting them, enter onto any premises where the New Parts, Second Hand Parts or Refurbished Parts are or may be stored.
- 7.7 The Customer shall not pledge or in any way charge by way of security for any indebtedness any New Parts, Second Hand Parts or Refurbished Parts which remain the property of SSSL.

## 8 **Price and payment**

- 8.1 Unless otherwise agreed by SSSL in writing, the price of the Deliverables shall be the price set out in the Quotation (the **Price**).
- 8.2 The Price shall be exclusive of any value added tax which SSSL shall add to its invoices at the appropriate rate.
- 8.3 SSSL may require payment of the Price from the Customer (at its option):
  - 8.3.1 in full when a Contract is formed in accordance with condition 2.2;
  - 8.3.2 by a non refundable deposit of up to 30% of the Price when a Contract is formed in accordance with condition 2.2, with the balance to be paid upon receipt of SSSL's invoice issued on or at any time after the delivery of the Parts;
  - 8.3.3 in full upon receipt of SSSL's invoice issued on or at any time after the delivery of the Parts.
- 8.4 Where payment of the Price is to be made prior to delivery of the Parts, SSSL reserves the right to withhold delivery of those Parts until all outstanding amounts have been paid to SSSL.
- 8.5 Where payment of the Price is to be made following receipt of SSSL's invoice, the Customer shall pay the invoice submitted to it by SSSL, in full and in cleared funds, without counterclaim, deduction or set off within 30 days of the date of the invoice. Time for payment shall be of the essence of the Contract.
- 8.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay on the due date any sum due pursuant to the Contract, SSSL may (at SSSL's sole discretion):

- 8.6.1 charge interest on such sum from the due date for payment under the Late Payment of Commercial Debts (interest) Act 1998; and
- 8.6.2 immediately suspend all provision of the Deliverables until payment has been made in full; or
- 8.6.3 immediately terminate the Contract without liability to the Customer.
- 8.7 All sums payable to SSSL under the Contract shall become due immediately on its termination, despite any other provision. This condition 8.7 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 8.8 SSSL may, without prejudice to any other rights it may have, set off any liability of the Customer to SSSL against any liability of SSSL to the Customer.
- 8.9 SSSL shall have a contractual right of retention and a contractual lien in respect of all Customer's Parts coming into the possession of SSSL to secure any amounts owed by the Customer to SSSL. If any monies due to SSSL, from the Customer are not paid within 14 days of SSSL notifying the Customer that the Customer's Parts are being retained pursuant to this condition 8.9 the Customer's Parts may be sold at the discretion of SSSL and the net proceeds of sale (after deduction of all expenses) applied in or towards satisfaction of the monies owed to SSSL. Any action taken by SSSL under this condition 8.9 shall not prejudice SSSL's right to recover any balance due or payable to SSSL by the Customer.

## 9 **Quality**

- 9.1 The Customer acknowledges that SSSL does not manufacture or produce New Parts and, accordingly, SSSL shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to SSSL in respect of New Parts but otherwise gives no warranty in connection with the New Parts.
- 9.2 SSSL warrants that (subject to the other provisions of these Conditions) on delivery all Second Hand Parts and Refurbished Parts shall be free from defects in design, material and workmanship and shall remain so for a period of 90 days after delivery.
- 9.3 Subject to condition 11.6, if any Second Hand Parts or Refurbished Parts do not conform with the warranty in condition 9.2, SSSL shall at its option repair, replace or refund the price of (at the pro rata contract rate), the Second Hand Parts or Refurbished Parts, provided that, if SSSL so requests, the Customer shall, at the expense of SSSL, return the Second Hand Parts or Refurbished Parts to SSSL.
- 9.4 If SSSL complies with condition 9.3 it shall have no further liability to the Customer for a breach of the warranty in condition 9.2.
- 9.5 SSSL will provide the Repair Services with reasonable skill and care and in accordance with generally recognised commercial practices and standards.
- 9.6 If, within 90 days of the provision of any Repair Services, such Repair Services are found to be in breach of the warranty contained in condition 9.5, SSSL will re-perform the Repair Services. If SSSL complies with this

condition 9.6 if shall have no further liability to the Customer for the breach of the warranty contained in condition 9.5 in respect of such Services.

**10 Cancellation**

10.1 Once a contract for the provision of Deliverables has been created between SSSL and the Customer in accordance with condition 2.2, unless otherwise agreed, any subsequent cancellation of order by the Customer will result in the Customer being liable for the Price in full as if the cancellation had not taken place.

**11 Liability**

11.1 This condition 11 sets out the entire financial liability of SSSL to the Customer in respect of:

11.1.1 any breach of the Contract;

11.1.2 any use made by the Customer of the Deliverables or any part of them; and

11.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

11.2 Except as otherwise provided in the Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these Conditions limits or excludes the liability of SSSL:

11.3.1 for death or personal injury resulting from negligence; or

11.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by SSSL; or

11.3.3 for any matter which it would be illegal for SSSL to exclude or to attempt to exclude or limit its liability.

11.4 Subject to condition 11.3:

11.4.1 SSSL shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any other special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

11.4.2 SSSL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price under the Contract.

11.5 The Customer acknowledges that the Parts are supplied by SSSL for use within simulation equipment only, and the Customer undertakes not to use the Parts for any other purpose. SSSL shall have no liability whatsoever to the Customer where the Customer has used the Parts for any alternative purpose, and the Customer shall indemnify SSSL 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) arising out of or in connection with, any failure of the Customer to comply with its obligations under this condition 11.5.

11.6 SSSL shall have no liability to the Customer in any circumstance where Parts are installed or fitted by a Customer within simulation equipment which subsequently breaks-down or malfunctions as a result of:

11.6.1 a defect in some component other than the Parts supplied by SSSL under the Contract;

11.6.2 any failure of the Customer to follow SSSL's written instructions as to the installation, use or maintenance of the Parts or (if there are none) good trade practice; or

11.6.3 any alteration or repair of the Parts without the written consent of SSSL.

## 12 **Import and export**

12.1 Where Customer's Parts are being exported to the United Kingdom and then imported back into the country in which the Customer is located, or New Parts, Second Hand Parts or Refurbished Parts are being imported from the United Kingdom into the country in which the Customer is located, the provisions of this condition 12 shall (subject to any contrary terms agreed in writing) override any other provision of these Conditions.

12.2 The Customer shall be responsible for complying with any legislation governing:

12.2.1 the exportation of the Customer's Parts from the country in which the Customer is located to the United Kingdom;

12.2.2 the importation of the Customer's Parts back into the country in which the Customer is located; and

12.2.3 the importation of New Parts, Second Hand Parts or Refurbished Parts into the country in which the Customer is located

12.2.4 and shall be responsible for the payment of any duties in connection with any of the above.

12.3 The Customer shall pay the price for the Deliverables in pounds sterling.

## 13 **Termination**

13.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

13.1.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

13.1.2 the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

13.1.3 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) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) 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; or

- 13.1.4 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 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; or
- 13.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than 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;
- 13.1.6 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; or
- 13.1.7 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
- 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; or
- 13.1.9 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; or
- 13.1.10 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 condition 13.1.3 to condition 13.1.9 (inclusive); or
- 13.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 13.1.12 there is a change of control of the other party.
- 13.2 On termination of the Contract for any reason:
  - 13.2.1 the Customer shall immediately pay to SSSL all of SSSL's outstanding unpaid invoices and interest and, in respect of the Deliverables supplied but for which no invoice has been submitted, SSSL may submit an invoice, which shall be payable immediately on receipt; and
  - 13.2.2 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 13.3 On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect:

- 13.3.1 condition 11;
- 13.3.2 condition 13;
- 13.3.3 condition 14.10.

## 14 **General**

- 14.1 SSSL may at any time assign, charge, transfer, sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract. The Customer shall not be entitled to assign, charge, transfer, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of SSSL.
- 14.2 No variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 14.3 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. 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 preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 14.4 If any provision (or part of a provision) of the Contract is held to be invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed not to form part of the Contract and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 14.5 SSSL shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events or omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of SSSL 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, machinery, fire, flood, storm or default of suppliers or subcontractors.
- 14.6 The Contract is the entire agreement between the parties on the subject matter and supersedes all representations, communications and prior agreements between the parties in that regard.
- 14.7 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 14.8 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or email to the other party. Any notice shall be deemed to have been duly received if delivered personally, when left at the address of the other party, if sent by pre-paid first class post or recorded delivery, on the second working day after posting, or if sent by email to the email address of

the other party, the next working day at the same time the email was sent, unless a failure notice that the email address is invalid is received.

14.9 A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act of 1999 to enforce any term of this Contract.

14.10 The Contract shall be governed by and construed in accordance with the laws of England and Wales and both parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any claim, dispute or difference which may arise hereunder or in relation to the Contract.

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