

KEIGHLEY LABORATORIES LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.10.

Contract: the contract between the Supplier and the Customer for the supply and purchase of the Services in accordance with the Order and these Conditions.

Customer: the person, firm or company who purchases the Services from the Supplier.

Deliverables: the materials, reports (including testing certificates if applicable), and any other documents produced by the Supplier for the Customer in the performance of the Services.

Force Majeure Event: has the meaning given in clause 14.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and **Intellectual Property Right** means any one of the Intellectual Property Rights.

Materials: the materials provided by the Customer to the Supplier for the purposes of the Supplier performing the Services.

Order: the Customer's order for Services as set out in the Customer's purchase order form.

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

Specification: any specification for the Services, including any related plans and drawings, that is supplied to the Supplier by the Customer, or produced by the Supplier and agreed in writing by the Customer.

Supplier: Keighley Laboratories Limited (registered in England and Wales with company number 164811), whose registered office is at Croft House, South Street, Keighley, West Yorkshire, BD21 1EG.

Treated Materials: the Materials after they have been treated and/or tested by the Supplier as a result of providing the Services.

1.2 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 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;

1.2.5 A reference to **writing** or **written** includes faxes and email.

2. BASIS OF CONTRACT

2.1 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.

2.2 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.

2.3 The Order shall only be deemed to be accepted on the earlier of the Supplier issuing a written acceptance of the Order or the delivery of the Services and/or the Materials, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties in relation to its subject matter. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between the Supplier and the Customer for the supply of the Services.

2.5 Subject to clauses 5.2 and 5.4, a quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

3. SUPPLY OF SERVICES

The Supplier shall supply the Services to the Customer in accordance with the Specification (if agreed) in all material respects.

4. TECHNICAL DATA AND SPECIFICATIONS

4.1 The Customer recognises that the Supplier may not be able to test and process the Materials delivered to the Supplier to the precise specifications required by the Customer in the Specification. The Supplier shall be entitled to test and process the Materials to an equivalent or alternative specification or standard which the Customer shall accept in satisfaction of its Order.

4.2 If no Specification is agreed, the Materials may be tested or processed to the Supplier's own in-house procedure which the Customer shall accept in satisfaction of its Order.

4.3 The Supplier will normally test a small percentage of the Customer's Treated Materials for conformity to the Specification. The Customer will, in addition, conduct such further tests, no later than within 7 days of delivery, as may be necessary to reveal any damage or material departure from the Specification before the Materials are further processed by the Customer.

4.4 The Customer shall not be entitled to reject the Treated Materials if the Supplier delivers up to and including 3% more or less than the quantity or weight of such Treated Materials, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that a different quantity of Materials was delivered.

5. PRICE

5.1 The price for the Services shall be the price quoted by the Supplier, or the price ruling at the date of the completion of the Services. Prices quoted are subject to revision for errors or omissions at any time.

5.2 Quotations given without inspection of the Materials are provisional only and may be subject to withdrawal by the Supplier after examination.

5.3 Any increase in costs or expenses arising from any act or omission or any special requirements of the Customer or any unusual or special circumstances arising out of the Order or any modifications made at the Customer's request may, at the Supplier's option, be charged to the Customer in addition to the price specified in the Order.

5.4 The Supplier reserves the right to charge an additional sum for delivery.

5.5 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Services to reflect any increase in the cost of the Services that is due to:

5.5.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs);

5.5.2 any request by the Customer to change the delivery date(s), quantities or types of Services ordered, or the Specification; or

5.5.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

5.6 The price for the Services shall be subject to the addition of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services.

6. DELIVERY

6.1 Prior to commencement of the Services, the Customer shall deliver the Materials to the Supplier and accepts it is responsible for the suitable packing of the Materials having regard to their manufacture tolerances, quality and value to the Customer in materials which can be reused where appropriate by the Supplier for delivery of Treated Materials. Where such materials are not reusable or in the opinion of the Supplier deemed inadequate for packing Treated Materials the Supplier will pack Treated Materials as it deems appropriate and any additional costs incurred shall be charged to the Customer.

6.2 If the Order states that the Supplier shall deliver the Treated Materials to the Customer on Completion of the performance of the Services, the Supplier shall ensure that:

6.2.1 each delivery of the Treated Materials is accompanied by a delivery notice, the type and quantity of the Treated Materials and, if the Order is being delivered by instalments, the outstanding balance of the Treated Materials remaining to be delivered;

6.2.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection as such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense;

6.2.3 it shall deliver the Treated Materials to the location set out in the Order or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Treated Materials are ready; and

6.2.4 delivery of the Treated Materials shall be completed on the Treated Materials' arrival at the Delivery Location.

6.3 If the Order states that the Customer shall collect the Treated Materials from the Supplier's premises, the Supplier shall ensure that:

6.3.1 the Treated Materials made available for collection are accompanied by a delivery note which shows the date of the Order, the type and quantity of the Treated Materials and, if the Order is being collected by instalments, the outstanding balance of the Treated Materials remaining to be collected;

6.3.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense; and

6.3.3 it shall make the Treated Materials available for collection from the Supplier's premises (as notified to the Customer by the Supplier either in the Order or otherwise as agreed in writing between the parties) at any time after the Supplier notifies the Customer that the Treated Materials are ready; and

6.3.4 collection of the Treated Materials shall be completed on the Treated Materials being loaded onto the Customer's transport or at the Customer's direction a third party carrier at the Supplier's premises.

6.4 Any dates quoted for delivery or collection are approximate only, and the time of delivery or notifying the Customer that the Treated Materials are ready for collection is not of the essence. The Supplier shall not be liable for any delay in the delivery of the Treated Materials or making the Treated Materials available for collection that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Services or the Treated Materials.

6.5 The Customer is responsible in all cases for unloading the delivery vehicle at the delivery locations entirely at its own risk.

6.6 If the Supplier fails to deliver the Treated Materials or make the Treated Materials available for collection (as appropriate), its liability shall be limited to 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 Treated Materials. The Supplier shall have no liability for any failure to deliver the Treated Materials to the extent that such failure caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Treated Materials.

6.7 If the Customer fails to accept delivery of the Treated Materials or collect the Treated Materials from the Supplier's premises (as appropriate) within 4 Business Days of the Supplier notifying the Customer that the Treated Materials are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligation under the Contract:

6.7.1 delivery or collection (as appropriate) of the Treated Materials shall be deemed to have been completed at 9.00am on the fifth Business Day following the day on which the Supplier notified the Customer that the Treated Materials were ready; and

6.7.2 the Supplier shall store the Treated Materials until delivery or collection (as appropriate) takes place, and charge the Customer for all related costs and expenses (including insurance).

6.8 If 10 Business Days after the Supplier notified the Customer that the Treated Materials were ready for delivery or collection (as appropriate) the Customer has not accepted delivery of or collected (as appropriate) them, the Supplier may resell or otherwise dispose of part or all of the Treated Materials and charge the Customer for any shortfall below the price of the Treated Materials.

6.9 The Customer shall not be entitled to reject the Treated Materials if the Supplier delivers up to and including 3% more or less than the quantity of Treated Materials ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that a different quantity of Treated Materials was delivered.

6.10 The Supplier may deliver the Treated Materials by, or inform the Customer that the Treated Materials are ready for collection in, instalments which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or the Supplier making the Treated Materials available for collection (as appropriate) or any defect in an instalment shall not entitle the Customer to cancel any other instalment.

7. RISK

The Materials (including the Treated Materials, once the Services have been supplied) and any other materials or documents supplied by the Customer to the Supplier are received by the Supplier entirely at the Customer's risk and remain at the Customer's risk whilst in the Supplier's possession. The Customer is required to insure all such Materials, other materials and documents to their full value against all risks and at all times (including but limited to whilst Materials are on the Supplier's premises or in transit) and shall not make any claim against the Supplier and acknowledge and agrees that the Supplier shall not be liable for any loss of or damage to any such Materials, other materials or documents supplied or delivered to the Supplier by the Customer.

8. PAYMENT

8.1 If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Services then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to the Supplier, the Supplier may:

8.1.1 terminate the Contract or suspend any further deliveries of the materials treated by the provision of the Services by the Supplier (whether ordered under the same contract or not) to the Customer;

8.1.2 charge interest on the amount outstanding from the due date to the date of receipt by the Supplier (whether or not after judgment), at the annual rate of 3% above the base lending rate from time to time of National Westminster Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;

8.1.3 suspend all further performance of the Services until payment has been made in full;

8.1.4 make a storage charge for any undelivered materials at its current rates from time to time;
8.1.5 stop any materials in transit; and
8.1.6 exercise a general lien on all materials and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to the Supplier. The Supplier shall be entitled, on the expiry of 14 days' notice in writing, to dispose of such materials or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
8.2 The Supplier reserves the right to require the Customer to make full or part payment in advance prior to the commencement of the Order by the Supplier.
8.3 The Supplier may invoice the Customer for the Services on or at any time after the completion of delivery of the Treated Materials by the Supplier.
8.4 The Customer shall pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

9. CUSTOMER'S RESPONSIBILITIES

9.1 The Customer shall:
9.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
9.1.2 co-operate with the Supplier in all matters relating to the Services;
9.1.3 prepare the Customer's premises for delivery of the processed materials on completion of the performance of the Services, if necessary;
9.1.4 ensure that all materials or components provided to the Supplier for the purposes of the Supplier performing the Services (including the Materials) are suitable for such a heat treatment process (if applicable) and will cause no loss, damage or injury to any of the Supplier's property, assets, equipment, employees or representatives; and
9.1.5 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects.
9.2 The Customer shall ensure that its employees agents and sub-contractors:
9.2.1 obey all fire and safety regulations and any other statutory or other requirements of the Supplier and of any other competent authority whilst in attendance at or occupation of the Supplier's premises;
9.2.2 comply with the Supplier's instructions in operating any of the Supplier's equipment or whilst located at the Supplier's premises;
9.2.3 observe any rules and regulations of the Supplier from time to time in force;
9.2.4 cause no loss damage or injury to any of the Supplier's property, assets or equipment or to any property, assets or equipment located on the premises of the Supplier or to any servants employees agents or sub-contractors of the Supplier or to any other persons.
9.3 The Customer shall indemnify and keep indemnified the Supplier against any loss damage injury and expense of whatever nature (including consequential loss) arising from any failure of the Customer or its employees agents or sub-contractors to observe or comply with any of the provisions contained in clauses 9.1 and 9.2.
9.4 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
9.4.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
9.4.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.4; and
9.4.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

10. INTELLECTUAL PROPERTY

The Customer warrants that any goods materials equipment designs or instructions furnished or given to the Supplier (including the Materials) shall not be such as to cause the Supplier to infringe any of the Intellectual Property Rights in performing the Services in the execution of the Customer's order. The Customer shall indemnify the Supplier against all and any claims actions costs and expenses made or brought against the Supplier or incurred by the Supplier (whether in the United Kingdom or elsewhere) in respect of the infringement of any such Intellectual Property Rights.

11. CONFIDENTIALITY

11.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
11.2 The provisions of this clause 11 shall survive any termination of the contract.

12. TERMINATION

12.1 An Order once accepted by the Supplier cannot be cancelled by the Customer except with the prior consent in writing of the Supplier and on terms that the Customer will reimburse the Supplier the full amount of all costs which the Supplier has incurred or will incur in consequence of the Order.
12.2 If the Supplier finds at any time that the Materials are unsuitable for the Services at any stage it may withdraw its quotation and the Customer will thereupon pay all costs incurred together with a reasonable charge for any Treated Materials.
12.3 If the Customer becomes subject to any of the events listed in clause 12.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Treated Materials delivered to the Customer shall become immediately due.
12.4 For the purposes of clause 12.3, the relevant events are:
12.4.1 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
12.4.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
12.4.3 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
12.4.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or

12.4.5 (being a company) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or
12.4.6 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or
12.4.7 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.4.1 to clause 12.4.6 (inclusive); or
12.4.8 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
12.4.9 the financial position of the Customer deteriorates to such an extent that in the opinion of the Supplier the capability of the Customer adequately to fulfil its obligations under the Contract has been placed in jeopardy.
12.5 On termination of the Contract for any reason:
12.5.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
12.5.2 the Customer shall return all of the Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
12.5.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or 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
12.5.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. LIABILITY OF THE SUPPLIER

13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
13.1.2 fraud or fraudulent misrepresentation; or
13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
13.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
13.2 The Customer acknowledges and accepts that the Services carry risk to the Materials including, but not limited to, cracking, distortion, failure to respond, segregation, hardenability and sharp corners dependent upon such factors as manufacturing history, size and sections for which the Customer accepts full responsibility and the Customer enters into any Contract on such basis. Subject to clause 13.1, the Supplier shall not be liable to the Customer if:
13.2.1 any such liability arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Treated Materials or (if there are none) good trade practice; or
13.2.2 such liability arises as a result of the Supplier following any drawing, design or specification (included in the Specification or otherwise) supplied by the Customer; or
13.2.3 the Customer alters or repairs the Treated Materials without the written consent of the Supplier;
13.2.4 the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors); and
13.2.5 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lesser of 3 x the price of the Services for the applicable component set out in the Order, or £1,000, or the price of the applicable component.

14. FORCE MAJEURE

14.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
14.1 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
14.2 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. GENERAL

15.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
15.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.
15.3 Any notice or other communication given to a party under or in connection with the 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, sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.
15.4 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.3; if sent by pre-paid first-class post or recorded delivery, 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.
15.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
15.6 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
15.7 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
15.8 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.
15.9 A person who is not a party to the Contract shall not have any rights under or in connection with it.
15.10 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer and the Supplier.
15.11 The Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.