

## TERMS AND CONDITIONS

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in these Conditions apply in these terms and conditions (**Conditions**). **ADD or Addfield Environmental Systems Limited:** whose Head Office is situated at Unit 9 Burntwood Business Park, Burntwood Staffordshire WS7 3XD registered in the United Kingdom with company registration number 6516522.

**ADD Equipment:** any equipment, including tools, thermal systems, cabling or facilities, provided by ADD or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

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

**Contract:** the contract between ADD and the Customer for the supply of Goods and/or Services in accordance with these Conditions and the Purchase Order.

**Customer:** the person, firm or company who purchases Goods and/or Services from ADD.

**Customer's Equipment:** any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

**Delivery:** when delivery is completed at the Delivery Location  
**Goods:** all goods supplied by ADD to the Customer in relation to the Services or otherwise as specifically set out in the quotation/Purchase Order.

**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.

**Purchase Order:** in the Customer's purchase order form, or the Customer's written acceptance of the ADD's quotation as the case may be

**Services:** the services to be provided by ADD under the Contract as specifically set out in the quotation/Purchase Order, together with any other services which ADD provides, or agrees to provide, to the Customer.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The schedules form part of the Contract.

1.5 A reference to writing or written includes faxes but not e-mail.

1.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.7 References to conditions and schedules are to the conditions and schedules of the Contract.

### 2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

2.1.1 apply to and be incorporated into the Contract;

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 specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing; and

2.1.3 will apply if the Customer instructs ADD to provide the Goods and/or Services, regardless of whether they have been signed by the Customer.

2.2 The Customer's Purchase Order constitutes an offer by the Customer to purchase the Services specified in ADD's quotation on these Conditions. No Purchase Order placed by the Customer shall be accepted by ADD other than:

2.2.1 by a written acknowledgement issued and executed

by ADD; or

2.2.2 (if earlier) by ADD starting to provide the Equipment/Goods/Services, when a contract for the supply and purchase of the Goods and/or Services on these Conditions will be established.

2.3 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 and are excluded entirely.

2.4 Quotations are given by ADD on the basis that they do not constitute an offer and that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that ADD has not previously withdrawn it.

### 3. TIME FOR PERFORMANCE

3.1 Any dates specified (whether orally or in writing) by ADD or the Customer for the Service to be carried out are intended to be an estimate only and time shall not be made of the essence by notice.

3.2 If no dates are so specified, the time for carrying out the Service shall be within a reasonable time from the date of acceptance by ADD of the Customer's Purchase Order in accordance with condition 2.2.

### 4. ADDFIELD OBLIGATIONS

4.1 ADD shall:

4.1.1 Use reasonable endeavours to provide the Services, and to deliver the Goods to the Customer, in accordance in all material respects with the quotation/Purchase Order.

4.1.2 Use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Customer's premises, and that have been communicated to it under condition 5.1.6, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

4.1.3 Ensure that the Goods and Services reasonably comply with specifications and performance criteria set out in the quotation/Purchase Order.

4.2 The Goods and Services supplied to the Customer by ADD under this Contract shall:

4.2.1 materially conform to the specification set out in the quotation/Purchase Order;

4.2.2 in the case of Goods, be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and reasonably fit for any purpose held out by ADD;

4.2.3 in the case of Services, be carried out with reasonable care and skill;

4.2.4 be free from defects in design, material and workmanship and remain so for 3 months after completion of the Service; and

4.2.5 comply with all applicable statutory and regulatory requirements.

4.3 ADD shall not be liable for any Goods' failure to comply with the warranty in clause 4.2 if:

4.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with Condition 6;

4.3.2 the defect arises because the Customer failed to follow ADD'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;

4.3.3 the defect arises as a result of ADD following any drawing, design or specification supplied by the Customer;

4.3.4 the Customer alters or repairs such Goods without the written consent of ADD;

4.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

4.3.6 the Goods differ from the required specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

4.4 Except as provided in this clause 4, ADD shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.2.

### 5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

5.1.1 co-operate with ADD in all matters relating to the Services;

5.1.2 ensure that the specification set out in the

quotation/Purchase Order is complete, accurate and suitable for its intended use;

5.1.3 provide ADD, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Customer's premises, office accommodation, data and other facilities as required by ADD;

5.1.4 provide to ADD, in a timely manner, such relevant information as ADD may reasonably require and ensure that it is accurate;

5.1.5 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing ADD of all of the Customer's obligations and actions under this condition 5.1.5;

5.1.6 inform ADD, with sufficient notice, of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;

5.1.7 ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements; and

5.1.8 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the Goods, and the use of the Customer's Equipment, in all cases before the date on which the Services are to start.

5.1.9 Collect Customer Equipment as soon as possible (and no later than within 15 Business Days) of the earlier of completion of the Services or notice provided by ADD to collect.

5.2 If ADD's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, or failure to perform any relevant obligation, ADD 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 and shall be permitted to suspend the Services until the Customer remedies such default.

5.3 The Customer shall be liable to pay to ADD, on demand, all reasonable costs, charges or losses sustained or incurred by ADD as detailed but not limited to Condition 8.12 (including, without limitation, 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, subject to ADD confirming such costs, charges and losses to the Customer in writing.

5.4 The Customer shall not, without the prior written consent of ADD, at any time from the date of the Contract to the expiry of 6 months after the last date of supply of the Services, solicit or entice away from ADD or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of ADD in the provision of the Services.

5.5 Any consent given by ADD in accordance with condition 5.4 shall be subject to the Customer paying to ADD the higher of (1) a sum equivalent to 10% of the then current annual remuneration of ADD employee, consultant or subcontractor or, (2) 10% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

5.6 The Customer shall indemnify ADD in respect of any costs incurred by ADD as a consequence of the Customer's breach of any of Conditions 5.1.5 to 5.1.7 above (including but not limited to defending any proceedings brought against it under the Health and Safety at Work etc Act 1974).

### 6. ACCEPTANCE AND DEFECTIVE GOODS AND SERVICES

6.1 The Customer must notify ADD of any Goods or Services that do not comply with Condition 4.2:

6.1.1 in the case of a defect that is apparent on normal visual inspection, within 3 Business Days of Delivery; and

6.1.2 in the case of a latent defect, within a reasonable time of the latent defect having become apparent as not to incur further damage.

6.2 If the Customer fails to give notice in accordance with Condition 6.1, it shall be deemed that the relevant Goods and/or Services comply with Condition 4.2.

6.3 Following receipt of a notice under Condition 6.1:

6.3.1 the Customer must permit ADD or its nominated professional persons to inspect the defect complained of; and

6.3.2 ADD may, at its discretion carry out any remedial works to the Services repair or replace the Goods and it shall then have no further liability to the Customer in respect of the failure to comply with Condition 4.2.

6.4 The terms of this Contract shall apply to any repaired or replacement Goods or Services.

## 7. TITLE AND RISK

7.1 Should ADD undertake delivery, the risk in the Goods shall pass to the Customer on delivery at the Delivery Location.

7.2 Should the Customer undertake delivery the risk in the Goods shall pass to the Customer upon the goods leaving ADD premises.

7.3 Title to the Goods shall not pass to the Customer until ADD has received payment in full (in cash or cleared funds) for the Goods and any other goods or services that ADD has supplied to the Customer.

7.4 Until title to the Goods has passed to the Customer, the Customer shall:

7.4.1 hold the Goods on a fiduciary basis as ADD's bailee;

7.4.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as ADD's property;

7.4.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.4.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

7.4.5 notify ADD immediately if it becomes subject to any of the events listed in Condition 12.1; and

7.4.6 give ADD such information relating to the Goods as ADD may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Condition 12.1, or ADD reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy ADD may have, ADD may at any time require the Customer to deliver up the Goods and, 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.

## 8. CHARGES AND PAYMENT

8.1 In consideration of the provision of the Goods and/or Services by ADD, the Customer shall pay the charges as set out in the quotation/Purchase Order. Condition 8.2 shall apply if ADD provides Services on a time and materials basis. Condition 8.3 shall apply if ADD provides Services for a fixed price. The remainder of this Condition 8 shall apply in either case.

8.2 Where Services are provided on a time and materials basis the charges will be based on our standard daywork rates and conditions (which are available on request) unless agreed otherwise in advance and in writing.

8.2.1 ADD standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 4.00 pm on weekdays (excluding public holidays);

8.2.2 ADD shall be entitled to charge an overtime rate of 50% of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in Condition 8.2.1;

8.2.3 all charges quoted to the Customer shall be exclusive of VAT, which ADD shall add to its invoices at the appropriate rate;

8.2.4 ADD shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and ADD shall use such time sheets to calculate the charges covered by each monthly invoice referred to in Condition 8.2.5; and

8.2.5 ADD shall invoice the Customer monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this Condition 8.2. Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

8.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the quotation/Purchase Order. The total price shall be paid to ADD (without deduction or set-off) in instalments, as set out in the quotation/Purchase Order. In respect of each instalment ADD shall invoice the Customer for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in Condition 8.5.

8.4 Our invoices will be submitted to you periodically throughout the duration of the delivery, services and or the contract. Payment will be made by the customer within 28 days of invoice date unless there is prior written agreement in place. The customer shall not withhold, deduct or set off any payment unless agreed in writing with ADD. All rights of set-off at common law or in equity which you would otherwise be entitled to exercise are expressly excluded.

8.5 Any fixed price and daywork rate provided by ADD excludes (unless otherwise stated) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom ADD engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by ADD for the supply of the Services. Such expenses, materials and third party services shall be invoiced by ADD.

8.6 On each anniversary of the Commencement Date, the parties agree that ADD may review its charges and. ADD will give the Customer written notice of any such increase one month before the proposed date of the increase. If such increase is above the increase pursuant to Condition 8.7, the Customer may, within 1 month of such notice being received or deemed to have been received in accordance with Condition 20.1, terminate the Contract by giving 1 month's written notice to ADD.

8.7 ADD reserves the right to increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

8.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay ADD on the due date, ADD may:

8.8.1 charge interest on such sum from the due date for payment at the annual rate of 10% above the national base lending rate from time to time of BARCLAYS BANK PLC, (or an annual rate of 10% for any period when the base rate is below 0%) accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and

8.8.2 suspend all Services until payment has been made in full.

8.9 Timely payment shall be of the essence of the Contract.

8.10 ADD may, without prejudice to any other rights it may have, set off any liability of the Customer to ADD against any liability of ADD to the Customer.

8.11 The Customer shall pay on demand and on standard full indemnity basis all legal costs and expenses which ADD may incur in connection with enforcing the payment of any sum due under this Contract and/or successfully defending a claim brought by the Customer relating to this Contract.

8.12 Should the contract be prematurely terminated by the Customer at any time or terminated by ADD during the contract timescale pursuant to the terms of the Contract then ADD reserves the right to charge administration, management and or any reasonable costs against any part

payment, full payments and or deposits made for contract activities by the Customer to ADD, including but not limited to: All administration & management costs incurred with the contract to date, All bank costs to include bank charges incl. currency exchange, All materials received, paid for or committed to or paid for solely for this contract, All subcontractor or specialist services committed to or paid for solely for this contract, Any loss of profit should the customer cancel the contract for any reason.

8.13 In the event that the Customer does not collect the Customer Equipment in accordance with Condition 5.1.9, ADD shall be entitled to at its sole discretion and at the Customer's cost and expense, put such Customer Equipment in storage at a rate of £45 per week, per 1m2 of space consumed and charge any associated transportation charges or deliver the Customer Equipment back to the Customer, and ADD shall invoice the Customer in accordance with the Conditions.

## 9. CONFIDENTIALITY AND ADD PROPERTY

9.1 The Customer 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 Customer by ADD, its employees, agents, consultants or subcontractors and any other confidential information concerning ADD business or its products which the Customer may obtain.

9.2 The Customer may disclose such information:

9.2.1 to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and

9.2.2 as may be required by law, court order or any governmental or regulatory authority.

9.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Condition 9.

9.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

9.5 All materials, equipment and tools, drawings, specifications and data supplied by ADD to the Customer (including ADD Equipment) shall, at all times, be and remain the exclusive property of ADD, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good Condition by the Customer until returned to ADD, and shall not be disposed of or used other than in accordance with ADD's written instructions or authorisation.

## 10. LIMITATION OF LIABILITY - CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

10.1 This Condition 10 sets out the entire financial liability of ADD (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

10.1.1 any breach of the Contract, any deliberate breach of this Contract by ADD, or its employees, agents or subcontractors;

10.1.2 any use made by the Customer of the Services, the Goods or any part of them;

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

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in this Contract limits or excludes the liability of ADD:

10.3.1 for death or personal injury resulting from negligence; or

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

10.3.3 for any liability incurred by the Customer as a result of any breach by ADD of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

10.4 Subject to Condition 10.2 and Condition 10.3,

10.4.1 ADD shall not be liable for: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of production; or loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages,

**Charges or expenses**

10.4.2 ADD'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 10% OF THE CONTRACT VALUE.

10.5 ADD shall not be liable for:

10.5.1 any advice or recommendation given to the Customer, including that regarding use, storage or application of the Goods, which is not set out in writing on behalf of ADD.

10.5.2 the Goods or Services not meeting any specifications or performance criteria, unless they are set out in the quotation/Purchase Order.

10.5.3 ensuring the Goods or Services are suitable for any intended use, unless the use is set out in the quotation/Purchase Order.

10.5.4 Accidental damage to the Customer's premises caused by ADD's employees or agents.

10.5.5 Providing Goods and or Services other than those expressly specified in the quotation/Purchase Order.

**11. DATA PROTECTION**

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of ADD in connection with the Services.

**12. TERMINATION**

12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability subject to Condition 8.14 to the other immediately on giving notice to the other if:

12.1.1 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 7 days after being notified in writing to make such payment; or

12.1.2 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

12.1.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

12.1.4 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

12.1.5 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; or

12.1.6 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;

12.1.7 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

12.1.8 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

12.1.9 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

12.1.10 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

12.1.11 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 12.1.4 to Condition 12.1.10 (inclusive); or

12.1.12 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

12.1.13 there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

12.2 The parties acknowledge and agree that any breach of Conditions 7.4, 8.11, or 9 shall constitute a material breach for the purposes of this Condition 12.

12.3 On termination of the Contract for any reason:

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

12.3.2 the Customer shall return all of ADD's Equipment. If the Customer fails to do so, then ADD may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

12.3.3 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.

12.4 On termination of the Contract (however arising), the following Condition shall survive and continue in full force and effect: Condition 9; Condition 10; Condition 12; and Condition

**13. FORCE MAJEURE**

13.1 ADD 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, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of ADD 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. VARIATION**

14.1 ADD may, from time to time and without notice, change the Services and or contract product specifications in order to comply with any applicable safety or statutory requirements or improve the process and or contract costs, provided that such changes do not materially affect the nature, scope of, or the charges for the Goods or Services.

14.2 If the Customer requests additional Services to those set out in the quotation/Purchase Order or a variation to the Services set out in the quotation/Purchase Order then if ADD carries out such additional Services or varied Services and no price has been agreed in advance then the cost of such Services shall be calculated in accordance with clause 8.2.

14.3 Subject to Conditions 14.1 and 14.2, no variation of the Contract or of any of the documents referred to shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**15. WAIVER**

15.1 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.

15.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

**16. SEVERANCE**

16.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision 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.

16.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall

apply with the minimum modification necessary to make it legal, valid and enforceable.

**17. ENTIRE AGREEMENT**

17.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

17.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in the Contract.

17.3 Nothing in this Condition shall limit or exclude any liability for fraud.

**18. ASSIGNMENT**

18.1 The Customer shall not, without the prior written consent of ADD, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2 ADD may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of 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 or agent.

18.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

**19. NO PARTNERSHIP OR AGENCY**

19.1 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.

**20. RIGHTS OF THIRD PARTIES**

20.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**21. NOTICES**

21.1 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 by commercial courier to the other party and for the attention of the person specified in the Contract Details, or as otherwise specified by the relevant party by notice in writing to the other party.

21.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in Schedule 2 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

21.3 This Condition 20.1 shall not apply to the service of any in any proceedings or other documents in any legal action.

21.4 A notice required to be given under the Contract shall not be validly served if sent by e-mail.

**22. GOVERNING LAW AND JURISDICTION**

22.1 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, the law of England and Wales.

22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).