

ARDOR ENGINEERING LTD

Terms and Conditions of Purchase

Definitions

Buyer	Ardor Engineering Ltd, Leeds Road, Huddersfield, HD2 1UU
Seller	The person who agrees to sell the goods or services to the buyer
Conditions	The terms and conditions of purchase as set out in the document
Goods	The items the buyer agrees to purchase from the seller as agreed in the order
Price	The price for the goods, excluding VAT and any carriage, packaging and insurance costs
Force Majeure Event	Meaning set out in clause 14
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	The Buyer's order for the supply of Goods and/or Services, as set out on the Buyer's purchase order form
Services	The services supplied by the Seller to the Buyer as agreed in the order
Seller Materials	Meaning set out in clause 10.6

1. Conditions

- 1.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods and/or Services, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 1.2 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services from the Seller pursuant to these Conditions

- 1.3 Acceptance of delivery of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions
- 1.4 These Conditions may not be varied except by the written agreement of [a director of] the Seller
- 1.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued

2. Price

All quoted pricing is in Pounds Sterling and is exclusive of VAT, and delivery

3. Payment and Interest

- 3.1 Payment of the price and VAT shall be due within 60 days from end of month following date of invoice, unless agreed otherwise with the company.
- 3.2 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller

4. Goods

The Goods are described in the Order

5. Warranties

- 5.1 The Seller warrants that for a period of 12 months commencing on the earlier of either the date of delivery of the Goods, or the commencement of the Services (Warranty Period), the Goods and/or Services shall:
 - 5.1a Conform with their description;
 - 5.1b Be of satisfactory quality with the meaning of the Sale of Goods Act 1979;
 - 5.1c Be fit for any purpose held out by the Seller; and
 - 5.1d Be carried out in accordance with the Supply of Goods and Services Act 1982.

- 5.2 In the event of any goods supplied by the seller being defective by reason of faulty materials or workmanship the seller will replace such goods within a reasonable time.

6. Deliveries

- 6.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 6.2 The buyer accepts that any TBA scheduled orders not completed within twelve months from the date of acceptance of the original order, can be shipped and invoiced by the company in full at any time after completion of that twelve month period

7. Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the Goods 5 days after delivery to the Buyer.

- 7.2 The Buyer shall carry out a thorough inspection of the Goods within 5 days and give notice in writing to the seller after discovering that some or all of the goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller, and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.
- 7.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8. Title and Risk

- 8.1 Risk of damage to or loss of the goods shall pass to the buyer at the time when the goods are delivered.
- 8.2 Property of and title to the goods shall not pass to the buyer until the seller has received payment in full for the goods.

9. Supply of Services

- 9.1 The Seller shall provide the Services to the Buyer.
- 9.2 The Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3 The buyer order will be accompanied with sufficient detailed technical information to enable the seller to proceed with the order. In the event that such information is incomplete or differs from that on which this quotation is based then the seller should query this with the buyer and resolve any issues arising immediately. The seller may increase the price quoted herein to cover any increase in the cost that alteration may incur and amend the delivery date.
- 9.4 If, after the seller has accepted an order, the buyer requires any alteration in the goods quoted for, the cost of such alteration shall be paid by the buyer to the seller.

10. Buyers Obligations

The Buyer shall:

- 10.1 Ensure that the terms of the Order are complete and accurate;
- 10.2 Co-operate with the Seller in all matters relating to the Services;
- 10.3 Provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises as reasonably required by the Seller to provide the Services;
- 10.4 Provide the Seller with such information and materials as the Seller may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 10.5 Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- 10.6 keep and maintain all materials, equipment, documents and other property of the Seller (Seller Materials) at the Buyer's premises in safe custody at its own risk, maintain the Seller

Materials in good condition until returned to the Seller, and not dispose of or use the Seller Materials other than in accordance with the Seller's written instructions or authorisation.

11. Intellectual Property Rights

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Seller.
- 11.2 The Buyer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Buyer's use of any such Intellectual Property Rights is conditional on the Seller obtaining a written licence from the relevant licensor on such terms as will entitle the Seller to license such rights to the Buyer.
- 11.3 All Seller Materials are the exclusive property of the Seller.

12. Limitation of Liability

- 12.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
 - 12.2 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.3 Fraud or fraudulent misrepresentation;
 - 12.4 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 12.5 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession)
 - 12.6 Defective products under the Consumer Protection Act 1987.
- 12.6a Subject to clause 12.1:
- 12.6b The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract
- 12.7 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.8 This clause 12 shall survive termination of the Contract.

13. Termination

- 13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 13.1a [the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 90 days after receipt of notice in writing to do so;]
 - 13.1b the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a

company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply];

- 13.1c the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- 13.1d a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 13.1e The other party (being an individual) is the subject of a bankruptcy petition or order;
- 13.1f a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 13.1g An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 13.1h The holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 13.1i A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 13.1j any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1a to clause 13.1i (inclusive);
- 13.1k The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 13.1l the other party's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 13.1m The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.2 Without limiting its other rights or remedies, the Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 13.4a to clause 13.4d, or the Seller reasonably believes that the Buyer is about to become subject to any of them.

13.4 On termination of the Contract for any reason:

13.4a the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

13.4b The Buyer shall return all of the Seller Materials and any Deliverables which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

13.4c the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.4d Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. Force Majeure

14.1 For the purposes of this Contract, Force Majeure Event means an event beyond the disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.

14.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3 If the Force Majeure Event prevents the Seller from providing any of the Services and/or Goods for more than 16 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

15. General

15.1 Notices:

15.1a Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax [or e-mail].

- 15.1b The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
- 15.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 15.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.
- 15.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Seller.
- 15.7 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

N.B. Ardor Engineering Ltd will only accept business based on our own Terms and Conditions.

ARDOR ENGINEERING LTD

Terms and Conditions of Sale

Definitions

Seller	Ardor Engineering Ltd, Leeds Road, Huddersfield, HD2 1UU
Buyer	The person who agrees to buy the goods or services from the Seller
Conditions	The terms and conditions of sale as set out in the document
Goods	The items the buyer agrees to purchase from the seller as agreed in the order
Price	The price for the goods, excluding VAT and any carriage, packaging and insurance costs
Force Majeure Event	Meaning set out in clause 14
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	The Buyer's order for the supply of Goods and/or Services, as set out on the Buyer's purchase order form
Services	The services supplied by the Seller to the Buyer as agreed in the order
Seller Materials	Meaning set out in clause 10.6

1. Conditions

- 1.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods and/or Services, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 1.2 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services from the Seller pursuant to these Conditions

- 1.3 Acceptance of delivery of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions
- 1.4 These Conditions may not be varied except by the written agreement of [a director of] the Seller
- 1.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued

2. Price

All quoted pricing is in Pounds Sterling and is exclusive of VAT, and delivery. In addition to the invoiced value the customer is liable for all import duty as may be applicable in the customer's location. If there is any documentation required for import formalities, whether or not for the purposes of duty assessment, the customer shall make this clear at the time of order

3. Payment and Interest

- 3.1 Payment of the price and VAT shall be due within 30 days from end of month following date of invoice, unless you have agreed otherwise with the company.
- 3.2 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of [8%] per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

4. Goods

The Goods are described in the Order

5. Warranties

- 5.1 The Seller warrants that for a period of 12 months commencing on the earlier of either the date of delivery of the Goods, or the commencement of the Services (Warranty Period), the Goods and/or Services shall:
 - 5.1a Conform with their description;
 - 5.1b Be of satisfactory quality with the meaning of the Sale of Goods Act 1979;
 - 5.1c Be fit for any purpose held out by the Seller; and
 - 5.1d Be carried out in accordance with the Supply of Goods and Services Act 1982.
- 5.2 In the event of any goods supplied by the seller being defective by reason of faulty materials or workmanship the seller will replace such goods within a reasonable time.
- 5.3 Returned goods will not be accepted by the seller unless this has been expressly authorised.
- 5.4 Faults incurred by abuse of the product (as defined by the seller) are not covered

6. Deliveries

- 6.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 6.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 6.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.
- 6.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.
- 6.5 The buyer accepts that any TBA scheduled orders not completed within twelve months from the date of acceptance of the original order, can be shipped and invoiced by the seller in full at any time after completion of that twelve month period

7. Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the Goods 5 days after delivery to the Buyer.
- 7.2 The Buyer shall carry out a thorough inspection of the Goods within 5 days and give notice in writing to the seller after discovering that some or all of the goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.
- 7.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8. Title and Risk

- 8.1 Risk of damage to or loss of the goods shall pass to the buyer at the time when the goods are delivered.
- 8.2 Property of and title to the goods shall not pass to the buyer until the seller has received payment in full for the goods.

9. Supply of Services

- 9.1 The Seller shall provide the Services to the Buyer.
- 9.2 The Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3 The buyer order will be accompanied with sufficient detailed technical information to enable the seller to proceed with the order. In the event that such information is incomplete or

differs from that on which this quotation is based then the seller should query this with the buyer and resolve any issues arising immediately. The seller may increase the price quoted herein to cover any increase in the cost that alteration may incur and amend the delivery date.

- 9.4 If, after the seller has accepted an order, the buyer requires any alteration in the goods the cost of such alteration shall be paid by the buyer to the seller.

10. Buyers Obligations

The Buyer shall:

- 10.1 Ensure that the terms of the Order are complete and accurate;
- 10.2 Co-operate with the Seller in all matters relating to the Services;
- 10.3 Provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises as reasonably required by the Seller to provide the Services;
- 10.4 Provide the Seller with such information and materials as the Seller may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 10.5 Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- 10.6 keep and maintain all materials, equipment, documents and other property of the Seller (Seller Materials) at the Buyer's premises in safe custody at its own risk, maintain the Seller Materials in good condition until returned to the Seller, and not dispose of or use the Seller Materials other than in accordance with the Seller's written instructions or authorisation.

11. Intellectual Property Rights

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Seller.
- 11.2 The Buyer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Buyer's use of any such Intellectual Property Rights is conditional on the Seller obtaining a written licence from the relevant licensor on such terms as will entitle the Seller to license such rights to the Buyer.
- 11.3 All Seller Materials are the exclusive property of the Seller.

12. Limitation of Liability

- 12.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 12.2 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 12.3 Fraud or fraudulent misrepresentation;
- 12.4 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

- 12.5 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession)
- 12.6 Defective products under the Consumer Protection Act 1987.
- 12.6a Subject to clause 12.1:
- 12.6b The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract
- 12.7 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.8 This clause 12 shall survive termination of the Contract.

13. Termination

- 13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.1a [the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 90 days after receipt of notice in writing to do so;]
- 13.1b the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply];
- 13.1c the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- 13.1d a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 13.1e The other party (being an individual) is the subject of a bankruptcy petition or order;
- 13.1f a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or

sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

- 13.1g An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - 13.1h The holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 13.1i A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 13.1j any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1a to clause 13.1i (inclusive);
 - 13.1k The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - 13.1l the other party's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 13.1m The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.2 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, the Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 13.4a to clause 13.4d, or the Seller reasonably believes that the Buyer is about to become subject to any of them.
- 13.4 On termination of the Contract for any reason:
- 13.4a the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;
 - 13.4b The Buyer shall return all of the Seller Materials and any Deliverables which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's

premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

13.4c the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.4d Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. Force Majeure

14.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.

14.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3 If the Force Majeure Event prevents the Seller from providing any of the Services and/or Goods for more than 16 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

15. General

15.1 Notices:

15.1a Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax [or e-mail].

15.1b The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

15.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 15.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 15.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.
- 15.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Seller.
- 15.7 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

N.B. Ardor Engineering Ltd will only accept business based on our own Terms and Conditions.