

DUSTCONTROL UK LIMITED

GENERAL TERMS AND CONDITIONS

YOUR ATTENTION IS DRAWN TO CLAUSE 8 REGARDING RISK AREAS AND RISK MATERIALS

1 INTERPRETATION

1.1 In these Conditions, the following definitions apply:

"Business Day" means a day other than a Saturday, Sunday or public holiday in England

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 17.5

"Contract" means the contract between you and Dustcontrol for the provision of goods and/or services in accordance with the terms of these Conditions

"Customer Default" has the meaning given to it in clause 8.5

"Delivery Location" has the meaning set out in clause 4.1

"Disclosing Party" has the meaning given to it in clause 11.1

"Dustcontrol" means Dustcontrol UK Limited (company number 3224516) whose registered office is at 7 Beaufort, Court Roebuck Way, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8HL

"Force Majeure Event" has the meaning given to it in clause 14.1

"Goods" means the goods (or any part of them) set out in your Order

"Goods Specification" means any specification for the Goods, including any relevant plans or drawings agreed from time to time as per Dustcontrol's user manuals and any specification set out in the quotation (if relevant)

"Installation Services" means the installation services supplied by Dustcontrol to you as set out in the Order and described in greater detail in the Installation Specification

"Installation Specification" means the description or specification for installation services provided in writing by Dustcontrol to you

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

"Materials" has the meaning set out in clause 8.4.7

"Order" means your order for the supply of Goods and/or Services

"Receiving Party" has the meaning given to it in clause 11.1

"Regulatory Requirements" means all applicable laws, legislation, judgments, regulations, directives, guidance, codes of conduct, recommendations or requirements and other rules, instruments and provisions in force from time to time including, but not limited to, the Health and Safety at Work etc. Act 1974, the Dangerous Substances and Explosive Atmospheres Regulations 2002, the Provision and Use of Work Equipment Regulations 1998, the Workplace (Health, Safety and Welfare) Regulations 1992 and the Equipment and Protective Systems Intended for Use in Potentially Explosive Atmospheres Regulations 1996

"Risk Area" means a dangerous environment which could result in for example, a fire or explosion as described in more detail in the Regulatory Requirements

"Risk Materials" means any materials or dust which may result in danger or injury to persons or property which can include (for example) materials which could cause explosion, combustion, corrosion, decomposition, contamination, burning or sparking

"Risk Notice" has the meaning given to it in clause 8.2

"Services" means the Support Services and/or the Installation Services

"Support Services" means the support and maintenance services supplied by Dustcontrol to you as set out in the Order and described in greater detail in the Support Service Specification (excluding the Installation Services)

"Support Service Specification" means the description or specification for the Services provided in writing by Dustcontrol to you

“Warranty” means the warranty as described in clause 6.2

“Warranty Period” means, where a warranty is provided, either (a) the period of time specified as the warranty period in the Goods Specification or (b) where the Goods Specification is silent as to the duration of the warranty period, a period of 12 months beginning from the date of delivery

“You” or “your” means the person or firm which purchases the Goods and/or Services from us.

1.2 Unless the context otherwise requires, words in the singular include the plural and vice versa and words in one gender include any other gender.

1.3 a **“person”** includes any individual (and their personal representatives), firm, body corporate, association, partnership, government or state (whether or not having a separate legal personality).

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5 Any words following the terms **“including”, “include”, “in particular”, “for example”,** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 The headings in these Conditions are inserted for convenience only and shall not affect its construction.

1.7 **“Writing” or “written”** includes fax and email.

2 BASIS OF CONTRACT

2.1 Your Order constitutes an offer to purchase Goods and/or Services from Dustcontrol in accordance with these Conditions.

2.2 Your Order shall only be deemed accepted when Dustcontrol issues written acceptance of it at which point, and on which date, the Contract shall come into existence.

2.3 Any samples, drawings, descriptive matter or advertising issued by Dustcontrol and any descriptions of the Goods or illustrations or descriptions of the Services contained in Dustcontrol’s catalogues, brochures or website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by Dustcontrol shall not constitute an offer, and is only valid for a period of 1 calendar month from its date of issue. Unless specified otherwise, all quotations are subject to increase in price to take into account fluctuations in exchange rates, list prices and taxes prior to delivery.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3 GOODS

3.1 The Goods are described in the Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with the Goods Specification, you shall indemnify Dustcontrol against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Dustcontrol in connection with any claim made against Dustcontrol for actual or alleged infringement of a third party’s Intellectual Property Rights arising out of or in connection with any details, information, drawings, designs or other materials or data provided by you. This clause 3.2 shall survive termination of the Contract.

3.3 Dustcontrol reserves the right to amend the Goods Specification if required by any Regulatory Requirements.

4 DELIVERY AND INSTALLATION OF GOODS

4.1 Dustcontrol shall deliver the Goods 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 Dustcontrol notifies you that the Goods are ready.

4.2 Delivery of the Goods shall be completed on the Goods’ arrival at the Delivery Location notwithstanding that the Goods may require installation.

4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Dustcontrol shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or your failure to provide Dustcontrol with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 Where the Order specifies that Dustcontrol is to provide Installation Services, Dustcontrol shall provide the Installation Services in accordance with the Installation Specification and warrants that it shall do so with reasonable skill and care within the timescale set out in the Order provided that you have:

4.4.1 prepared the Delivery Location in accordance with Dustcontrol’s oral or written instructions so as to enable installation; and

4.4.2 made available the Delivery Location to the extent that it allows Dustcontrol to be able to carry out the Installation Services in accordance with this clause 4.4

and, where any of the Installation Services are not possible due to non-compliance by you with clause 4.4.1 or 4.4.2, Dustcontrol shall be entitled to increase its charges to take into account further visits to the installation site.

4.5 If you fail to accept or take delivery of the Goods within 14 days of Dustcontrol notifying you that the Goods are ready then, except where such failure or delay is caused by a Force Majeure Event or by Dustcontrol's failure to comply with its obligations under the Contract in respect of the Goods:

4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which Dustcontrol notified you that the Goods were ready; and

4.5.2 Dustcontrol shall be entitled to store the Goods until delivery takes place, and charge you for all related costs and expenses (including insurance).

5 SUPPLY OF SERVICES

5.1 Where the Order specifies that Dustcontrol is to provide Support Services, Dustcontrol shall:

5.1.1 provide the Support Services to you in accordance with the Support Service Specification in all material respects;

5.1.2 use all reasonable endeavours to meet any performance dates for the Support Services specified in the Support Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Support Services;

5.1.3 have the right to make any changes to the Support Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Support Services, and Dustcontrol shall notify you in any such event;

5.1.4 warrant to you that the Support Services will be provided using reasonable care and skill.

6 QUALITY OF GOODS

6.1 You shall inspect the Goods on delivery and shall within 7 days notify Dustcontrol of any defects which were apparent on inspection.

6.2 Subject to clause 6.6, Dustcontrol warrants that, for the duration of the Warranty Period, the Goods shall:

6.2.1 conform in all material respects with the Goods Specification; and

6.2.2 be free from material defects in design, material and workmanship.

6.3 Subject to clause 6.4, provided that:

6.3.1 you give notice in writing during the Warranty Period that some or all of the Goods do not comply with the Warranty;

6.3.2 Dustcontrol is given at least 14 days from the date of receipt of the notice in clause 6.3.1 to examine the Goods; and

6.3.3 you (if asked to do so by Dustcontrol) return such Goods to Dustcontrol's place of business (at your own cost and risk) within 14 days from the date of service of the notice in clause 6.3.1 or such other time notified by Dustcontrol to you

then Dustcontrol shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. This clause 6.3 sets out your sole and exclusive remedy regarding the breach of the Warranty.

6.4 Dustcontrol shall not be liable for the Goods' failure to comply with the Warranty if:

6.4.1 you make any further use of such Goods after giving notice in accordance with clause 6.3;

6.4.2 the defect arises because you failed to follow Dustcontrol's written instructions (or oral instructions given by a Dustcontrol representative) as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

6.4.3 the defect arises as a result of Dustcontrol following any drawing, design, data or information supplied by you;

6.4.4 you (or a third party nominated by you) alter, repair or install such Goods without Dustcontrol's written consent;

6.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence (except Dustcontrol's negligence), incorrect storage by you or abnormal working conditions;

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

6.5 These Conditions shall apply to any repaired or replacement Goods supplied by Dustcontrol under clause 6.3.

6.6 Certain Goods which have a short lifespan or which are not capable of return after use will have a shorter Warranty Period. For clarification of the Warranty Period applicable to your Goods, please see the Goods Specification or contact sales@dustcontrol.co.uk

7 TITLE AND RISK

7.1 The risk in the Goods shall pass to you on completion of delivery.

7.2 Title to the Goods shall not pass to you until the earlier of:

7.2.1 Dustcontrol receiving payment in full (in cash or cleared funds) for the Goods and any other goods or services that Dustcontrol has supplied to you in respect of which payment has become due, in which case title to the Goods shall pass at the time of receipt of all such sums; and

7.2.2 you reselling the Goods, in which case title to the Goods shall pass to you at the time specified in clause 7.4.

7.3 Until title to the Goods has passed to you, you shall:

7.3.1 store the Goods separately from all other goods held by you so that they remain readily identifiable as Dustcontrol's property

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

7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Dustcontrol's behalf from the date of delivery;

7.3.4 notify Dustcontrol immediately if you become subject to any of the events listed in clauses 13.2.2 to 13.2.4; and

7.3.5 give Dustcontrol such information relating to the Goods as it may require from time to time.

7.4 Subject to clause 7.5, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before Dustcontrol receive payment for the Goods. However, if you resell the Goods before that time:

7.4.1 you do so as principal and not as Dustcontrol's agent; and

7.4.2 title to the Goods shall pass from Dustcontrol to you immediately before the time at which the resale by you occurs.

7.5 If, before title to the Goods passes to you, you become subject to any of the events listed in clauses 13.2.2 to 13.2.4, then, without limiting any other right or remedy Dustcontrol may have:

7.5.1 your right to resell Goods or use them in the ordinary course of your business ceases immediately; and

7.5.2 Dustcontrol may at any time:

7.5.2.1 require you to deliver up all Goods in your possession which have not been resold, or irrevocably incorporated into another product; and

7.5.2.2 if you fail to do so promptly, enter any of your premises where the Goods are stored in order to recover them. Where the Goods are stored at the premises of any third parties engaged by you, you agree to procure for Dustcontrol the rights to enter their premises to recover the Goods on the terms of this clause 7.5.

8 YOUR OBLIGATIONS

8.1 Unless expressly agreed to the contrary in the Order, Dustcontrol enters into this Contract on the condition that:

8.1.1 the Goods, Installation Services or Support Services will not be supplied in any environment which is a Risk Area;

8.1.2 the Goods are not used to remove any Risk Materials; and

8.1.3 the Installation Services or Support Services are not being provided to remove any Risk Materials.

8.2 If you intend to use the Goods, or receive the provision of Support Services or Installation Services by Dustcontrol, in any premises which has (or is reasonably likely to have) Risk Areas or Risk Materials then you must give a written notice ("**Risk Notice**") to Dustcontrol as soon as possible and in any event no later than the point in time when you place an Order. The Risk Notice must specify (amongst other things) the nature of the risk presented, a description of the Risk Area and the Risk Materials. Dustcontrol may request further information from you following receipt of a Risk Notice in order to clarify the nature of the risk. On receipt of the Risk Notice, Dustcontrol may also (at its discretion) take such action as is reasonably required to help mitigate the risk of injury to person or property arising from use of the Goods in the Risk Areas (and increase Dustcontrol's charges for the Goods, Installation Services and/or Support Services as is necessary). Dustcontrol reserves the right to charge you for the full cost of the Goods once we have accepted your order in accordance with clause 2.2 even where you have failed or omitted to provide a Risk Notice.

8.3 If you use the Goods, or if Dustcontrol provide the Services in a Risk Area or with exposure to Risk Materials without you giving the Risk Notice to Dustcontrol in accordance with clause 8.2, you do so at your own risk and, subject to clause 12.1, Dustcontrol shall have no liability arising from any injury to person or property (or for any other loss) arising from your use of the Goods, and/or Services in a Risk Area.

8.4 You shall:

8.4.1 ensure that the terms of the Order and (if applicable) the Goods Specification and/or Support Service Specification and/or Installation Specification are complete and accurate;

8.4.2 co-operate with Dustcontrol in all matters relating to the Services;

8.4.3 provide Dustcontrol, its employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by Dustcontrol to provide the Services;

8.4.4 provide Dustcontrol with such information and materials as it may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

8.4.5 prepare your premises in order for Dustcontrol to supply the Services;

8.4.6 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

8.4.7 keep and maintain all materials, equipment, documents and other property of Dustcontrol ("**Materials**") at your premises in safe custody at your own risk, maintain the Materials in good condition until returned to Dustcontrol, and not dispose of or use the Materials other than in accordance with Dustcontrol's written instructions or authorisation.

8.5 If Dustcontrol's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Customer Default**"):

8.5.1 Dustcontrol shall without limiting its other rights or remedies have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve Dustcontrol from the performance of any of its obligations to the extent the Customer Default prevents or delays Dustcontrol's performance of any of its obligations;

8.5.2 Dustcontrol shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from Dustcontrol's failure or delay to perform any of your obligations as set out in this clause 8.5; and

8.5.3 you shall reimburse Dustcontrol on written demand for any costs or losses sustained or incurred by Dustcontrol arising directly or indirectly from the Customer Default.

8.6 You warrant that you shall comply with all Regulatory Requirements and that you shall use best endeavours to cooperate with Dustcontrol to comply with all Regulatory Requirements.

9 CHARGES AND PAYMENT

9.1 The price for Goods and/or Services shall be the price set out in the Order or, if no price is quoted, the price set out in Dustcontrol's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges relating to packaging, insurance, transport of the Goods or any costs regarding special arrangements for delivery requested by you (all such costs being payable by you). Unless otherwise stated, Goods will be consigned by the cheapest route available.

9.2 Where the Order specifies that the charges for Services are on a time and materials basis:

9.2.1 the charges shall be calculated in accordance with Dustcontrol's standard daily fee rates, as set out in the Service Specification;

9.2.2 Dustcontrol's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;

9.2.3 Dustcontrol shall be entitled to charge an overtime rate of 10 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals who Dustcontrol engages to carry out the Services outside the hours referred to in clause 9.2.2; and

9.2.4 Dustcontrol shall be entitled to charge you for any expenses reasonably incurred by the individuals who Dustcontrol engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Dustcontrol for the performance of the Services, and for the cost of any materials.

9.3 Unless otherwise specified in the Order, in respect of Goods Dustcontrol shall invoice you on or at any time after completion of delivery. In respect of Services, Dustcontrol shall invoice you monthly in advance.

9.4 You shall pay each invoice submitted by Dustcontrol:

9.4.1 within 30 days after the date of the invoice; and

9.4.2 in full and in cleared funds to a bank account nominated in writing by Dustcontrol, and time for full such payment shall be of the essence of the Contract.

9.5 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Dustcontrol to you, you shall, on receipt of a valid VAT invoice from Dustcontrol, pay to Dustcontrol such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.6 If you fail to make any payment due to Dustcontrol under the Contract by the due date for payment, then:

9.6.1 you shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount; and

9.6.2 Dustcontrol shall have the right to suspend performance of the Services until Dustcontrol receives payment in full (in cash or cleared funds) for the Services and any other services that Dustcontrol have supplied to you in respect of which payment has become due.

9.7 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Dustcontrol may, without limiting its other rights or remedies, set off any amount owing to Dustcontrol by you against any amount payable by Dustcontrol to you. Payment is due regardless of whether title has passed in accordance with clause 7.3.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services or the delivery of the Goods shall be owned by Dustcontrol.

10.2 All Materials are Dustcontrol's exclusive property.

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, its products and services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12 LIMITATION OF LIABILITY

12.1 Nothing in these Conditions shall limit or exclude Dustcontrol's liability for:

12.1.1 death or personal injury caused by Dustcontrol's negligence, or the negligence of Dustcontrol's employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 defective products under the Consumer Protection Act 1987; and/or

12.1.4 any other liability which cannot be excluded by law.

12.2 Dustcontrol shall not be liable to you for:

12.2.1 loss of profit (whether direct or indirect);

12.2.2 loss of anticipated profits (whether direct or indirect)

12.2.3 loss of revenues (whether direct or indirect)

12.2.4 loss of anticipated savings (whether direct or indirect);

12.2.5 loss of goodwill or business opportunity (whether direct or indirect); or

12.2.6 any indirect or consequential loss or damage.

12.3 Subject to clause 12.2, Dustcontrol's aggregate liability in respect of all other losses in connection with the Contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed:

12.3.1 in respect of product liability 200% of the total amount payable for the Goods and/or Services;

12.3.2 in respect of damage to tangible property 150% of the amount payable for the Goods; or

12.3.3 in respect of any other liability, 125% of the amount payable for the Goods.

12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13 TERMINATION

13.1 The Contract shall terminate (save for any clauses which survive termination or expiry) once all the Services and Goods have been delivered in accordance with the Contract. The Contract can be terminated at anytime prior to such delivery in accordance with clause 13.2 or clause 13.3.

13.2 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:

13.2.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

13.2.2 an order is made or a resolution is passed for the dissolution or winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its trustees, officers, directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action in consequence of debt;

13.2.3 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 13.2.2; or

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

13.3 Without limiting its other rights or remedies, Dustcontrol may:

13.3.1 terminate this Contract or suspend the supply of Services or all further deliveries of Goods or any other contract between you and Dustcontrol with immediate effect by giving you written notice if you fail to pay any amount due under this Contract on the due date for payment; and

13.3.2 suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between you and Dustcontrol if you become subject to any of the events listed in clauses 13.2.2 or 13.2.3, or Dustcontrol reasonably believes that you are about to become subject to any of them.

13.4 On termination of the Contract for any reason:

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

13.4.2 you shall return all of the Materials which have not been fully paid for. If you fail to do so, then Dustcontrol may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

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

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

14 FORCE MAJEURE

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

14.2 Subject to clause 12, Dustcontrol shall not be liable to you as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event. For the avoidance of doubt, a Force Majeure Event shall not release you from your obligation to pay the price for Goods and Services ordered.

14.3 If the Force Majeure Event prevents Dustcontrol from providing any of the Services and/or Goods for more than 4 weeks, Dustcontrol shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

15 ASSIGNMENT

- 15.1 Dustcontrol may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 15.2 You shall not, without Dustcontrol's prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under the Contract.

16 NOTICES

- 16.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or e-mail.
- 16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.1; if sent by prepaid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by or e-mail, one Business Day after transmission.

17 GENERAL

- 17.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 17.2 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.
- 17.3 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.
- 17.4 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 17.5 Except as set out in the Contract, 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 Dustcontrol.
- 17.6 The Contract constitutes the entire agreement between you and Dustcontrol. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Dustcontrol which is not set out in the Contract.
- 17.7 This 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.
- 17.8 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).