

**HYDRATIGHT LIMITED  
GENERAL TERMS AND CONDITIONS  
OF PURCHASE**

**1. INTERPRETATION**

- 1.1. In these terms, the following definitions apply:
- 1.1.1. "ABAC Policy" means the Company's anti-bribery and corruption policy document as amended, varied or supplemented from time to time;
- 1.1.2. "Affiliate" means in relation to a party, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that party from time to time;
- 1.1.3. "Applicable Law" means English law and/or any other laws or regulations applicable in the country or countries of performance of this Contract or otherwise applicable to the Company or the Supplier Group;
- 1.1.1. "Business Day" means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;
- 1.1.2. "Contract" means the contract between the Company and the Supplier for the supply of Work in accordance with these terms;
- 1.1.3. "Company" means Hydratight Limited (Registered number: 03069889) whose registered office is at Bentley Road South, Darlaston, West Midlands, WS10 8LQ, England;
- 1.1.4. "Company Materials" means the meaning set out in Clause 6.2.9;
- 1.1.5. "Deliverables" means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);
- 1.1.6. "Delivery Location" means the meaning set out in Clause 5.2.2;
- 1.1.7. "Goods" means the goods including, without limitation, any plant and machinery (or any part of them) set out in the Order;
- 1.1.8. "Intellectual Property Rights" means 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 rights, topography 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;
- 1.1.9. "Order" means the Company's order for the supply of the Work, as set out in the Company's purchase order form;
- 1.1.10. "Services" means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract, as set out in the Order;

- 1.1.11. "Supplier" means the person or firm from whom the Company purchases the Work;
- 1.1.12. "Supplier Group" means the Supplier, its Affiliates and Supplier Personnel;
- 1.1.13. "Supplier Personnel" means any persons used by or acting for or on behalf of the Customer and/or its Affiliates in connection with the Contract, from time to time; and
- 1.1.14. "Work" means all work that the Supplier is required to carry out in accordance with the provisions of the Contract including the provision of any Goods and Services.

- 1.2. In these terms reference to the singular shall include the plural, the masculine shall include the feminine, the whole shall include the part, the personal shall include the corporate and in all cases vice versa, as if they were set out separately in these Terms.

**2. BASIS OF CONTRACT**

- 2.1. The Order constitutes an offer by the Company to purchase the Work from the Supplier in accordance with these terms.
- 2.2. The Order shall be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Order or any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence.
- 2.3. These terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4. All of these terms shall apply to the supply of the Work except where the specific application of these terms to either the Goods or the Services is specified.

**3. PERFORMANCE OF THE WORK**

- 3.1. The Supplier shall be deemed to have satisfied itself before entering in to the Contract as to the extent and nature of the Work including but not limited to the services, personnel, materials and equipment, plant, consumables and facilities required for the Work, the correctness and sufficiency of the Supplier's charges for the Work, general and local conditions including climatic, sea, other water and weather conditions and all other matters which could affect progress or performance of the Work. Any failure by the Supplier to take account of matters which affect the Work will not relieve the Supplier from its obligations under the Contract.
- 3.2. The Supplier shall cooperate with and provide reasonable facilities to any other personnel or contractors employed by the Company or any other person in relation to or in connection with (whether directly or indirectly) the Work or at any site where the Work is to be performed.

**4. WARRANTIES & INSPECTION**

- 4.1. The Supplier warrants, represents and undertakes to the Company that the Work shall:
- 4.1.1. correspond with its description and any applicable specification agreed in writing by the Company;

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- 4.1.2. be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Company, expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgment;
- 4.1.3. where applicable, be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery; and
- 4.1.4. comply with all applicable statutory and regulatory requirements including without limitation any relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 4.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Work.
- 4.3. The Company shall have the right to inspect and test the Work (or any part of it) at any time before delivery or completion (as the case may be). If following such inspection or testing the Company considers that the Work (or any part thereof) does not conform or is unlikely to comply with the Contract (including without limitation the Supplier's warranties, representations and undertakings at Clause 4.1), the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Work and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Company shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5. DELIVERY OF GOODS**
- 5.1. The Supplier shall ensure that:
- 5.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 5.1.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 5.1.3. if the Supplier requires the Company to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 5.2. The Supplier shall deliver the Goods:
- 5.2.1. on the date specified in the Order or, if no such date is specified, on such date as the Company may notify to the Supplier in writing;
- 5.2.2. to such location as is set out in the Order or as instructed by the Company before delivery ("**Delivery Location**");
- 5.2.3. during the Company's normal hours of business on a Business Day, or as instructed by the Company.
- 5.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods by the Supplier at the Delivery Location.
- 5.4. If the Supplier delivers less than or more than the quantity of Goods ordered, the Company may at its sole discretion accept the Goods, reject the Goods or (in the case of excess delivery of the quantity ordered) reject the excess Goods. Any rejected Goods shall be returnable at the Supplier's risk and expense. If the Company accepts the quantity of Goods delivered, a pro rata adjustment shall be made to the invoice for the Goods.
- 5.5. The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Company to the remedies set out in Clause 8.3.
- 5.6. Title and risk in the Goods shall pass to the Company on completion of delivery.
- 6. SUPPLY OF SERVICES**
- 6.1. The Supplier shall from the date set out in the Order and for the duration of the Contract provide the Services to the Company in accordance with the terms of the Contract.
- 6.2. In providing the Services, the Supplier shall:
- 6.2.1. meet any performance dates for the Services specified in the Order or notified to the Supplier by the Company;
- 6.2.2. co-operate with the Company in all matters relating to the Services, and comply with all instructions of the Company;
- 6.2.3. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 6.2.4. ensure that the Services and Deliverables will conform with all descriptions and specifications agreed by the Company in writing and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Company;
- 6.2.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 6.2.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;
- 6.2.7. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 6.2.8. observe all health and safety and environmental rules and regulations and any other security requirements

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- that apply at any of the Company's premises or any other premises where the Services are to be performed;
- 6.2.9. hold all materials, equipment and tools, drawings, specifications and data supplied by the Company to the Supplier ("**Company Materials**") in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
- 6.2.10. not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Services.
- 7. SUPPLIER'S PERSONNEL**
- 7.1. The Supplier shall provide sufficient personnel at all times to ensure performance and completion of the Work in accordance with the provisions of the Contract and shall ensure that all personnel employed on the Work shall be competent, properly qualified, skilled and experienced in accordance with good industry practice for the work which they are required to perform.
- 7.2. The Supplier shall make its own arrangements for the engagement of personnel, local or otherwise, and, save in so far as the Order otherwise provides, for their payment and transport, housing, maintenance, board and lodging.
- 7.3. The Supplier shall ensure that all personnel engaged in the performance of the Work comply with applicable laws including immigration laws and, where required are in possession of a valid work permit for the duration of the Contract. Where requested details of such work permits shall be submitted to the Company prior to the relevant personnel being engaged in the Work.
- 7.4. The Company may instruct the Supplier to remove from the Work or any site where the Work is to be performed any person engaged in the Work who in the reasonable opinion of the Company is either incompetent or negligent in the performance of his duties, engaged in activities which are contrary or detrimental to the interests of the Company or not conforming with the Company's health and safety and environmental policies or any other health and safety and environmental laws, regulations, rules and policies that are applicable to or in force at any site where the Work is to be performed. Any such person shall be removed immediately from the Work (and any relevant Work site) and the relevant person shall not be engaged again in the Work or on any other work undertaken by the Supplier for the Company. The Supplier shall provide a suitable replacement for any personnel that is removed from the Work within twenty four (24) hours or such longer time as is agreed by the Company.
- 8. COMPANY REMEDIES**
- 8.1. If the Supplier fails to perform the Work (or any part of it) by any applicable dates, the Company shall, without limiting its other rights or remedies, have one or more of the following rights:
- 8.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 8.1.2. to refuse to accept any subsequent performance of the Work which the Supplier attempts to make;
- 8.1.3. to recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services from a third party;
- 8.1.4. where the Company has paid in advance for Work which has not yet been performed, to have such sums refunded by the Supplier; and
- 8.1.5. to claim damages for any additional costs, losses or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet such dates.
- 8.2. If the Work (or any part of it) is not performed by any applicable date, the Company may, at its option, claim or deduct either:
- 8.2.1. one per cent (1%) of the Contract price for each week's delay in delivery by way of liquidated damages, up to a maximum of ten per cent (10%) of the total price of the Work; or
- 8.2.2. where as a result of the delay any person is entitled to claim from the Company or deduct from any sums payable by the person to the Company any sums by way of liquidated damages, a sum equal to the total amount of liquidated damages claimed or deducted by that person as a result of the delay;
- if the Company exercises its rights under this Clause 8.2 it shall not be entitled to any of the remedies set out in Clause 8.1 in respect of the late performance of the Work.
- 8.3. If the Supplier has supplied Work (or any part of it) that does not comply with these terms, then, without limiting its other rights or remedies, the Company shall have one or more of the following rights, whether or not it has accepted the Work (or any part of it):
- 8.3.1. to reject the Work (in whole or in part) and, in respect of any rejected Goods, whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 8.3.2. to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 8.3.3. to require the Supplier to repair, replace or re-perform the rejected Works, or to provide a full refund of the price of the rejected Work (if paid);
- 8.3.4. to refuse to accept any subsequent supply of the Work which the Supplier attempts to make;
- 8.3.5. to recover from the Supplier any expenditure incurred by the Company in obtaining substitute goods and/or Services from a third party; and
- 8.3.6. to claim damages for any additional costs, losses or expenses incurred by the Company arising from the Supplier's failure to supply the Work in accordance with these terms.

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- 8.4. These terms shall extend to any repaired, replaced or re-performed Work.
- 8.5. The Company's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- 9. CHARGES AND PAYMENT**
- 9.1. The price for the Work shall be the price set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Work. Unless otherwise agreed in writing by the Company the price for the Work shall be inclusive of the costs of packaging, insurance and carriage of the Goods and every other cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Work including, without limitation, the cost of mobilisation, transport, accommodation and subsistence for all personnel engaged by the Supplier in the performance of the Work. No extra charges shall be effective unless agreed in writing and signed by the Company.
- 9.2. The Supplier shall invoice the Company on completion of the Work. Such invoice shall include such supporting information required by the Company to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 9.3. The Company shall pay any amounts invoiced in accordance with these terms within sixty (60) days of the date of the correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.4. All amounts payable by the Company under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Company, the Company shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Work at the same time as payment is due for the supply of the Work.
- 9.5. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Company to inspect such records at all reasonable times on request.
- 9.6. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Company to the Supplier.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1. In respect of the Goods and any goods that are transferred to the Company as part of the Work under the Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Company, it will have full and unrestricted rights to sell and transfer all such items to the Company.
- 10.2. Subject to Clause 10.3 the Supplier assigns to the Company, with full title guarantee and free from all third party rights, all Intellectual Property Rights in all things and items created under or arising out of the Contract, including without limitation the Deliverables and the Supplier shall obtain waivers of all moral rights in all such things and items to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 10.3. All Intellectual Property Rights in any items developed by the Supplier outside of the Contract or which the Supplier provides in relation to the Work and which are merely supplemented, enhanced, modified or adapted in the course of the Work ("Pre-existing Items") shall remain with the Supplier and the Supplier hereby grants to the Company the non exclusive, irrevocable, worldwide and royalty free right and licence to use any Pre-existing Items for the purposes of the use, operation and maintenance of the Work.
- 10.4. The Supplier shall, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned or licensed to the Company in accordance with Clauses 10.2 and 10.3.
- 10.5. All Company Materials are the exclusive property of the Company.
- 11. INDEMNITY**
- 11.1. The Supplier shall keep the Company indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Company as a result of or in connection with:
- 11.1.1. any breach or negligent performance or non-performance of these terms or the Contract;
- 11.1.2. any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Work, to the extent that the defect in the Work is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 11.1.3. any claim made against the Company by a third party arising out of, or in connection with, the supply of the Work, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- 11.1.4. any claim made against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or the receipt, use or supply of the Work.
- 11.2. This Clause 11 shall survive termination of the Contract.

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**12. INSURANCE**

12.1. The Supplier shall arrange as a minimum the following insurances and ensure that they are in full force and effect during the term of the Contract:

12.1.1. products and public liability insurance with a limit of at least one million (£1,000,000.00) per claim; and

12.1.2. employer's liability insurance with a limit of at least five million (£5,000,000.00) for claims arising from a single event or series of related events in a single calendar year or, if higher, such other limits as are required by any applicable jurisdiction where the Work is to be performed; and

12.1.3. if required by the Company, professional indemnity insurance with such minimum limits as the Company may specify; and

12.1.4. third party and passenger liability insurance and other motor insurance as required by any applicable jurisdiction where the Work is to be performed;

all such insurances shall be placed with reputable and substantial insurers, satisfactory to the Company and the Supplier shall supply the Company with evidence of such insurance on demand.

**13. TERMINATION**

13.1. Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:

13.1.1. the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing of the breach;

13.1.2. the Supplier 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 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;

13.1.3. the Supplier 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;

13.1.4. 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 Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

13.1.5. the Supplier (being an individual) is the subject of a bankruptcy petition order;

13.1.6. a creditor or encumbrancer of the Supplier 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 fourteen (14) days;

13.1.7. 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 Supplier (being a company);

13.1.8. a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

13.1.9. a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

13.1.10. any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.1.2 to Clause 13.1.9 (inclusive);

13.1.11. the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or

13.1.12. the Supplier (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 Company may terminate the Contract: in respect of the supply of Services, by giving the Supplier one (1) months' written notice and in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case the Company shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

13.3. In any of the circumstances in these terms in which the Company may terminate the Contract, where both Goods and Services are supplied, the Company may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

**15. ANTI-BRIBERY AND CORRUPTION**

15.1. In obtaining this Contract, the Supplier warrants that the Supplier Group has not done, and in performing its obligations under the Contract, the Supplier shall procure that Supplier Group shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations.

15.2. The Supplier warrants and undertakes that the Supplier Group shall comply with, and shall procure that any Supplier Personnel involved in performing the Contract shall comply with, the ABAC Policy.

15.3. The Supplier shall immediately notify the Company in writing on becoming aware of, or suspecting, any failure to comply with any provision of this Clause 15.

15.4. Any failure by the Supplier to comply with any provision of this Clause 15 shall entitle the Company

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to terminate the Contract immediately at no cost, liability or penalty to the Company and without prejudice to any other rights or remedies that may have accrued to the Supplier's benefit under or in connection with the Contract.

- 15.5. To the extent permitted by Applicable Law, the Supplier Group shall indemnify and hold harmless the Company and all Company Affiliates and its and their successors assigns, officers, employees and representatives against all and any actions, claims, proceedings, demands, costs, damages, losses, fines, penalties and expenses suffered or incurred by the Company arising out of Supplier Group's failure to comply with this Clause 15.

**16. CONFIDENTIALITY**

- 16.1. The Supplier 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 Supplier by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Company's business or its products or services which the Supplier may obtain ("Confidential Information") and the Supplier shall not use any such information for any purpose other than to perform its obligations under the Contract.

- 16.2. The Supplier may disclose such Confidential Information to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Supplier's obligations under this agreement and as may be required by law, court order or any governmental or regulatory authority. The Supplier shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Clause 16.

- 16.3. This Clause 16 shall survive termination of the Contract.

**17. CONSEQUENCES OF TERMINATION**

- 17.1. On termination of the Contract or any part of it for any reason:

- 17.1.1. where the Services are terminated, the Supplier shall immediately deliver to the Company all Deliverables, whether or not then complete, and return all Company Materials. If the Supplier fails to do so, then the Company may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

- 17.1.2. 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; and

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

**18. GENERAL**

- 18.1. Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure

is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Work for more than two (2) weeks, the Company shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the Supplier.

- 18.2. The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

- 18.3. The Company may at any time assign, transfer, 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 or agent.

- 18.4. Any notice required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business. Any notice shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by recorded delivery, at or by commercial courier, on the date and at the time that the relevant delivery receipt is signed.

- 18.5. A waiver of any right under the Contract 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 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.

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

- 18.7. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- 18.8. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 18.9. 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.

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- 18.10. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 18.11. Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Company.
- 17.12 The Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.