



## CONDITIONS OF BUSINESS – MIRIAD PRODUCTS LIMITED

### Definitions

In these conditions the following words have the following meanings unless the context requires otherwise:-

<b>“Account”</b>	means a credit account for the purchase of Products and/or Services by the Customer which shall be opened at the Company’s sole discretion and operated in accordance with these conditions and any other conditions or rules governing customer accounts which may apply from time to time;
<b>“Company”</b>	means Miriad Products Limited (Company Number 03580475) whose registered address is Park Lane, Dove Valley Park, Foston, Derbyshire, DE65 5BG;
<b>“Contract”</b>	means any contract between the Company and the Customer incorporating these conditions for the sale of Products and/or Services;
<b>“Customer”</b>	means any person, firm, company or corporation whose Order is accepted by the Company;
<b>“Force Majeure Event”</b>	means any occurrence which hinders, delays or prevents a party in performing any of its obligations, under any Contract excluding payment, which is beyond the control of, and without the fault or negligence of, such party and which by the exercise of reasonable diligence such party is unable to prevent or provide against including but not limited to war, civil war, act of God, fires, flood, epidemic, utility disruption, subsidence, strikes, lock-outs, insurrection or riots, embargoes, unavailability of raw materials or services, sub-contractor default, delays of suppliers, delays in transportation, changes to requirements or regulations of any governmental authority;
<b>“Intellectual Property Rights”</b>	means any patent, copyright, database right, design right (registered and/or unregistered), know how, confidential information, or other industrial or intellectual property right and any associated eye and/or machine readable material relating to the Products subsisting anywhere in the world and all rights to apply for the same and any application for any of the foregoing;
<b>“Liability”</b>	means liability for any and all damages, claims, proceedings, actions, awards, demands, expenses, costs, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses (including, without limitation, any direct or indirect consequential losses) and/or liabilities;
<b>“Order”</b>	means any order for Products and/or Services by the Customer;
<b>“Products”</b>	means any products and/or goods ordered from the Company by the Customer or to be supplied by the Company to the Customer and any products and/or goods to be supplied during the provision of the Services;
<b>“Services”</b>	means any services and/or work to be performed by the Company for the Customer; and
<b>“Working Days”</b>	means any day from 8.00 am until 5.00 pm which is not a Saturday, Sunday or statutory public holiday in England.

### Basis of Contract

- 1.1 These conditions shall govern the agreement between the Company and the Customer to the exclusion of any other terms or conditions (including but not limited to any terms and conditions which the Customer proposes to apply under any purchaser order, confirmation of Order or other document).
- 1.2 Orders placed by the Customer leading to a contract which is not expressed to be subject to these conditions shall still be subject to them.
- 1.3 These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.
- 1.4 No variation to these conditions shall be binding on the Company unless contained in the Company’s quotation or agreed in writing between the Customer and an authorised representative of the Company.

- 1.5 No oral warranties or representations shall bind the Company (unless given by a director of the Company).
- 1.6 The Customer acknowledges that it does not rely on any representation and/or warranty which has not been made in accordance with these conditions.

#### **Orders and Contract**

- 1.7 Orders shall only be accepted by the Company if in writing and notified to the Company by email, fax or post in accordance with the contact details notified to the Customer from time to time, or by hand directly to a van sales representative of the Company, or by any other method notified to the Customer from time to time.
- 1.8 The Company shall have the right to refuse to accept any Orders.
- 1.9 Each Order shall constitute a separate Contract. Any default by the Company in relation to any such separate Contract shall not entitle the Customer to terminate and/or rescind any other Contract.
- 1.10 The Customer shall be responsible for the accuracy of an Order and for giving the Company any information necessary for the Company to perform the Contract.
- 1.11 The Customer shall not place an Order with a value of less than £15. If a Customer places such an Order then the Company shall charge the Customer £15 for such an Order irrespective of the value of the Order.
- 1.12 Where the Customer has an Account with the Company, all Orders placed by the Customer shall be deemed to be on the Customer's Account and paid pursuant to clause 8.4 unless the Customer gives prior written notification to the Company that the Order is not to be on the Customer's Account. Where the Customer does not have an Account with the Company or the Customer has notified the Company that an Order is not to be on the Customer's Account, Orders will be paid for pursuant to the provisions of clause 1.34.
- 1.13 No Order shall be deemed accepted by the Company and the Contract between the Company and the Customer shall not come into effect until the Order is confirmed in writing by the Company's authorised representative.
- 1.14 If the Customer cancels this Contract for any reason it shall have no further recourse against the Company under this Contract.

#### **Delivery**

- 1.15 The Company will use its reasonable endeavours to ensure delivery and/or performance on the dates agreed between the Customer and Company. Dates for delivery and/or performance given by the Company are estimates only and are not guaranteed. Time is not of the essence in relation to such dates or any extension of time for delivery and/or performance.
- 1.16 Where Products and/or Services are to be delivered and/or performed in instalments/stages, each instalment/stage shall constitute a separate and distinct Contract and failure by the Company to deliver and/or perform and/or any claim by the Customer in respect of any one Contract relating to an instalment/stage shall not entitle the Customer to repudiate and/or terminate any other Contract or instalment/stage.
- 1.17 The Customer shall have no right to reject Products and/or Services and shall have no right to rescind for late delivery and/or performance unless the due date for delivery and/or performance has passed and the Customer has served on the Company a written notice requiring the Contract to be performed and giving the Company not less than 28 days in which to do so and the notice has not been complied with.
- 1.18 The Company shall not be required to fulfil Orders in the sequence in which they are placed.
- 1.19 The Customer shall be responsible at its own cost for all arrangements to unload the Products when delivered to the Customer. Delivery will be made on Working Days.
- 1.20 The Customer shall procure during normal working hours that the Company has free right of access to the address for delivery for the purpose of delivering the Products.
- 1.21 If the Customer refuses to take delivery of any Products and/or allow performance of the Services then the Company shall be entitled to withhold delivery and/or performance of any other Products and/or Services and to treat the Contract as repudiated by the Customer and shall have the right to rescind each and every Contract.
- 1.22 If the parties agree that the Products are to be collected from the Company's premises then, unless otherwise agreed, the Customer shall collect the Products within 7 Working Days from being notified that the Products are ready for collection. If the Products are not collected by the Customer within the specified period the Company may despatch the Products to the Customer at the Customer's expense and risk and/or store the Products at the Customer's expense and risk until despatch or collection.

#### **Costs of Delivery**

- 1.23 The costs of delivery and packaging for Products which have a value of £150 exclusive of VAT or more for a single delivery and are to be delivered within the UK shall be arranged and paid for by the Company.
- 1.24 The costs of delivery and packaging for any Products which are to be delivered outside of the UK shall be arranged by the Company at reasonable consignment rates which shall be invoiced to and paid for by the Customer.
- 1.25 The costs of delivery and packaging for Products which have a value of less than £150 exclusive of VAT for a single delivery within the UK shall be arranged by the Company at reasonable consignment rates which shall be invoiced to and paid for by the Customer.

### **Carriage/Performance Claims**

- 1.26 The Customer must advise the Company in writing after delivery of the Products if there is a shortage of Products delivered within the time period set out on the delivery note. Where no time period is stated or no delivery note provided the time period shall be 1 Working Day.
- 1.27 The Customer must inspect the Products on delivery and advise the Company in writing if there is damage to any Product in the delivery within the time period set out on the delivery note. Where no time period is stated or no delivery note provided the time period shall be 1 Working Day. The Customer must retain any damaged Product at its risk until collection of such Products by the Company.
- 1.28 The Customer must inspect the Services on completion of the Services and advise the Company in writing within 1 Working Day if there has been any deficiency in the Services provided.
- 1.29 The Company will at its option either refund the price of or replace and/or re-perform free of charge any Products and/or part of the Service missing from a delivery of Products and/or performance of the Service provided that the missing items and/or part of the Service is notified to the Company within the time limits set out in clause 6.1 and or 6.3 or, in the event of total non-delivery and/or non-performance, if this fact is notified to the Company within 5 Working Days of receipt of the invoice by the Customer.

### **Postponement**

- 1.30 The Company may at its sole discretion comply with reasonable requests by the Customer for postponement of delivery of the Products and/or performance of the Services but shall be under no obligation to do so.
- 1.31 Where delivery of the Products and/or performance of the Services is postponed at the Customer's request then the Customer shall pay all costs and expenses of the Company incurred as a result including, but not limited to, reasonable charges for storage, transportation expenses, labour costs and insurance. In addition the Customer shall be obliged to pay for the Order as if delivery and/or performance had not been postponed.

### **Price and Payment**

- 1.32 The price for the Goods and/or Services shall be as stated on the Company's acknowledgement of the Order.
- 1.33 The Company's prices are exclusive of any applicable VAT for which the Customer shall additionally be liable.
- 1.34 The Customer shall pay for Orders not bought on Account on the date the Order is notified to the Company.
- 1.35 Orders bought on Account are to be paid for by the Customer within the time limits set out in the Customer's Invoice.
- 1.36 Should payment not be received in full within 30 days, discounts where applicable shall be withdrawn and shall be charged interest on the full sum at the maximum rate permitted at that time under the terms of the Late Payment of Commercial Debts (Interest) Act 1998.
- 1.37 Any monies received by the Company from the Customer may be applied by the Company at its option against any interest charged and/or expenses incurred by the Company (to include, but not limited to, expenses incurred collecting the debt from the Customer) prior to application against any principal sums due from the Customer against which it may be applied in any order.
- 1.38 Where Products are to be delivered in instalments and/or Services are to be performed in stages the Company shall be entitled to invoice each delivery of Products and/or stage of the Services separately.
- 1.39 The Customer shall pay all sums due to the Company under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 1.40 Payment shall not be deemed to be made until the Company has received either cash or cleared funds in respect of the full amount outstanding. Time for payment shall be of the essence.
- 1.41 The Company shall be entitled to render an invoice to the Customer any time after receipt of the Order.
- 1.42 If payment in full is not made to the Company when due then the Company may withhold or suspend delivery and/or performance under this Contract or any other Contract.
- 1.43 All payments due to the Company from the Customer shall become due immediately on termination of this Contract despite any other provision.

### **Credit Limit**

- 1.44 The Company may set a credit limit for the Customer. Changes in the Customer's credit limit will be notified to the Customer from time to time.
- 1.45 The Company reserves the right to refuse to accept Orders and/or to suspend or withhold delivery of Products and/or performance of Services if such Products and/or Services would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

### **Cancellation**

- 1.46 The Company may at its sole discretion cancel the Contract at any time up to 28 days before the due date for despatch and/or performance at the Customer's request on condition that the Company shall have no Liability to the Customer in relation to any Contract cancelled in accordance with this clause.

- 1.47 The Company may at its sole discretion cancel a Contract after the time limit set out in clause 10.1 at the Customer's request, subject to:
- 1.47.1 in respect of Products the Customer paying a restocking fee which shall be 10% of the price of the Products ordered; and/or
- 1.47.2 in respect of Services, the Customer paying a cancellation charge of 10% of the price of the Services ordered and if performance of Services has commenced, the cost of the Services already performed.
- 1.48 If the Company accepts the cancellation of the Contract, the Company shall arrange for Products to be collected. The Customer shall not arrange transportation for the Products to be returned to the Company. Should the Customer arrange such transportation, then the Customer shall be wholly liable for any damage, loss, shortage or pilferage to the Products.
- 1.49 The Customer shall pay the cost of carriage for any Product returned in accordance with clause 1.48.
- 1.50 The Customer shall complete a product return form legibly for any Product returned to the Company in accordance with this clause which the Customer shall pass to the Company upon collection of the Product. Additional administration charges will be incurred for return of products without the appropriate return forms

#### **Site For Services**

- 1.51 The Customer will allow and/or procure sufficient access to the Company's employees, sub-contractors and/or agents to the site where the Services are to be performed to allow them to carry out the Services.
- 1.52 The Customer will allow and/or procure sufficient unloading space, facilities, equipment and access to power supplies to allow the Services to be carried out.
- 1.53 The Customer will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.

#### **Intellectual Property Rights**

- 1.54 The Customer shall not make any modification to the Products or their packaging, nor alter, remove, or tamper with any trade marks used on or in relation to the Products.
- 1.55 All Intellectual Property Rights in the Products and/or their packaging shall be owned by the Company absolutely except where the Products are resold by the Company. Intellectual Property Rights in resold Products shall be retained by the owner of such Intellectual Property Rights.
- 1.56 All Intellectual Property Rights in the Services shall be owned by the Company absolutely except where the Services are provided by a third party. Intellectual Property Rights in Services performed by a third party shall be retained by the owner of such Intellectual Property Rights.

#### **Title and Risk**

- 1.57 Risk in the Products shall pass to the Customer at the time of delivery. Delivery shall be deemed to occur:-
- 1.57.1 when the Products arrive at the agreed place of delivery if the Company delivers the Products by its own transport or it arranges transport;
- 1.57.2 when the Products leave the Company's premises having been collected by the Customer or on its behalf; or
- 1.57.3 on the expiration of 7 Working Days after the Customer has been notified that the Products are available for collection by the Customer;
- whichever is the earlier.
- 1.58 Risk in Products utilised in the Services shall pass to the Customer upon delivery to the site where Services are to be performed. The Company shall replace free of charge any Products to be used in the Services in which risk has passed to the Customer if they are damaged or lost due to the neglect or wilful default of the Company, its employees or other representatives.
- 1.59 The Company shall retain title and ownership of the Products until it has received payment in full in cash or cleared funds of all sums due and/or owing for all Products supplied to the Customer by the Company under any Contract.
- 1.60 Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer.'
- 1.61 Until title in the Products has passed to the Customer, the Customer shall:
- 1.61.1 hold Products as fiduciary bailee for the Company;
- 1.61.2 store the Products separately from any Products or other goods belonging to the Customer or any third party and must be clearly marked and identified as being the Company's property;
- 1.61.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and

- 1.61.4 maintain the Products in satisfactory conditions and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. The Customer shall hold any proceeds of such policy of insurance in relation to such Products on trust for the Company upon receipt of the same. Any monies received from the Customer by the Company in accordance with this clause shall not discharge the Customer's liability to pay the price for the Products plus interest but shall be set off against any such liability.
- 1.62 The Customer agrees that the Company's employees and/or agents shall be entitled to enter the Customer's premises to check compliance with clause 13.4.
- 1.63 The Customer may use or resell the Products before title has passed to it solely on the following conditions:
- 1.63.1 any sale shall be effected in the ordinary course of business at full market value; and
- 1.63.2 any such sale shall be sale of the Company's property on behalf of the Company and the customer shall hold any proceeds of sale of such Products on trust for the Company upon receipt of the same; or
- 1.63.3 any use of the Products shall be made in the ordinary course of business for the Products' intended purpose.

**Default**

- 1.64 If the Customer:-
- 1.64.1 fails to make any payment to the Company when due;
- 1.64.2 breaches the terms of this Contract (and if remediable the breach has not been remedied within 7 days of receiving notice requiring it to be remedied);
- 1.64.3 persistently breaches any one or more terms of any Contract;
- 1.64.4 is, or is deemed to be, unable to pay its debts as they fall due or is insolvent, suspends making payments on any debts or announces an intention to do so, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness by reason of actual or anticipated financial difficulties, has a moratorium declared in respect of any of its indebtedness, ceases or threatens to cease to carry on business, applies for an interim order under section 252 Insolvency Act 1986 or has a bankruptcy petition presented against it, has appointed in respect of it or any of its assets a liquidator, trustee in bankruptcy, judicial custodian, supervisor, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case whether out of court or otherwise), pledges or charges any Products which remain the property of the Company, takes or suffers any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances; exceeds the credit limit set by the Company;
- 1.64.5 appears to the Company due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or
- 1.64.6 appears reasonably to the Company to be about to suffer any of the above events;
- then the Company shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 1.65 below.

- 1.65 If any of the events set out in clause 1.64 above occurs in relation to the Customer then:-
- 1.65.1 the Customer grants the Company its agents and employees an irrevocable licence to enter without prior notice, any premises of the Customer (or premises of third parties with their consent) where Products owned by the Company may be and repossess and dispose of or sell any Products found which are owned by the Company so as to discharge any sums due to the Company under this Contract or any other contract with the Customer which is overdue for payment and the Customer shall at the Company's request inform the Company of the whereabouts of Products owned by the Company;
- 1.65.2 the Customer's right to sell the Products granted in clause 1.63 shall immediately cease. The Company may require the Customer not to re-sell or part with the possession of any Products owned by the Company until the Customer has paid in full all sums due to the Company under this Contract and any other contract with the Customer;
- 1.65.3 the Company may withhold delivery of any undelivered Products and stop any Products in transit and suspend the performance of any Services;
- 1.65.4 the Company may cancel, terminate and/or suspend without Liability to the Customer any Contract; and/or
- 1.65.5 all monies owed by the Customer to the Company shall forthwith become due and payable.
- 1.66 The Company may assign, transfer or dispose of any right to recover any debt under this Contract without prior written notice to the Customer.

### **Guarantee**

- 1.67 The Company guarantees that the Products and/or Services will be free from defects in materials and/or workmanship for a period of 12 months from the date of delivery of the Products to the Customer or completion of the Services.
- 1.68 The guarantee in clause 1.67 above is given by the Company subject to the following conditions:-
- 1.68.1 the Company shall be under no Liability in respect of any faults arising after risk in the Products has passed which are caused by any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Products as appropriate; and/or
- 1.68.2 the Company shall be under no Liability in respect of any faults or defects caused by wilful damage, incorrect installation, incorrect storage, abnormal working conditions, failure to follow the Company's instructions, misuse, alteration or repair of Products and/or Services without the Company's approval, improper maintenance or negligence on the part of the Customer or a third party.
- 1.69 If any Products and or Services prove to be defective and are covered by the guarantee in clause 1.67 above then the Company shall at its sole option either repair or replace such Products and/or re-perform the Services or refund the price for such Products and/or Services. The remedies set out in this clause 15.3 shall be the Customer's sole remedy in respect of claims under the guarantee under clause 15.1 above.
- 1.70 Any work carried out by the Company which is not covered by the guarantee in clause 1.67 above will be charged for.
- 1.71 The Company shall have no Liability to the Customer under the guarantee in clause 1.67 above unless any defect is notified to the Company within 7 Working Days of the defect being notified to the Customer (if the Customer has resold the Product) or the defect becoming apparent or suspected to the Customer as is relevant or when it should reasonably have become apparent to or suspected by the Customer.
- 1.72 The guarantee in clause 1.67 above will not apply if the Customer has not paid in full for the relevant Products and/or Services on the due date for payment.

### **Repairs and Replacements**

- 1.73 The Company will at its option either refund the price of, repair or replace free of charge any defective Products where the defect is apparent on inspection provided that the defect is notified to the Company within 24 hours of delivery of such Products. This is without prejudice to the Customer's obligation to notify the Company of damage to the Products following delivery as set out in clause 6.
- 1.74 Any defective Products must be made available to the Company for inspection if requested by the Company before the Company will have any Liability for defective Products. The Company shall arrange for the defective Products to be collected if the Company considers, in its sole discretion, that the collection of the defective Product is necessary. If the Customer returns a defective Product to the Company then the Company shall not be liable for loss or damage to such Products.
- 1.75 The Company shall have the right upon its request to inspect the subject matter of any alleged defective Services before the Company will have any Liability for defective Services.
- 1.76 The Company may at its sole discretion replace or repair the Products and/or re-perform the Services free of charge or refund the price of defective Products and/or Services which are not notified to the Company within the specified time limit where in the opinion of the Company the defect would not have been ascertainable on inspection and has been notified to the Company as soon as reasonably practicable.

### **Limitations on Liability**

- 1.77 The Company shall have no Liability for defective Products and/or Services where the defect has been caused or contributed to by the Customer to the extent so contributed.
- 1.78 The Company shall have no Liability to the Customer if the price for the Contract has not been paid in full by the due date for payment.
- 1.79 The Company shall have no Liability to the Customer for defective Products and/or Services, Products not despatched or Products damaged or lost in transit or Services not performed unless the event is notified to the Company within the appropriate time limit set out in these conditions.
- 1.80 The Company shall have no Liability for damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Products and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 1.81 The Customer shall produce to the Company written evidence of any claims for which it is alleged that the Company is liable together with written details of how the loss was caused by the Company and the steps the Customer has taken to mitigate the loss before the Company shall have any Liability for the claim by the Customer.
- 1.82 The Company shall have no Liability to the Customer for any:-
- 1.82.1 consequential losses;
- 1.82.2 loss of profits and/or damage to goodwill;
- 1.82.3 economic and/or other similar losses;

- 1.82.4 special damages and indirect losses; and/or
  - 1.82.5 business interruption, loss of business, contracts, opportunity and/or production.
  - 1.83 The Customer shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.
  - 1.84 The Company's total Liability to the Customer in relation to any one claim shall not exceed
    - 1.84.1 £1,000,000 in relation to any damage to tangible property; and
    - 1.84.2 125% of the price of the Contract price for the Products and/or Services.
  - 1.85 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
    - 1.85.1 Liability in contract (including fundamental breach);
    - 1.85.2 Liability in tort (including negligence);
    - 1.85.3 Liability for breach of statutory duty; and
    - 1.85.4 Liability for breach of Common Law and/or under any other legal basis.
- except clause **1.84** above which shall apply once only in respect of all the said types of Liability.
- 1.86 Nothing in this Contract shall exclude or limit the Liability of the Company for death or personal injury due to its negligence or any Liability which is due to the Company's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
  - 1.87 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
  - 1.88 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.
  - 1.89 The limitations in this Contract are necessary in order to allow the Company to provide the Products and/or Services at its current prices.
  - 1.90 If the Customer requires greater protection then the Company will agree to modify the limitations and extend its guarantees in return for the payment of a higher price for the Products and/or Services.
- General**
- 1.91 The Customer agrees to indemnify and keep indemnified the Company against any and all Liability and legal costs on a full indemnity basis suffered and/or incurred by the Company and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.
  - 1.92 The rights, powers and remedies provided in this Contract are cumulative and not exclusive of any rights, powers and remedies provided by law.
  - 1.93 The invalidity, illegality or unenforceability of any of the provisions of this Contract shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement.
  - 1.94 No waiver by the Company of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
  - 1.95 Neither party shall be liable for any delay or failure in performing its obligations under this Contract as a result of a Force Majeure Event. If the Force Majeure Event continues for in excess of 1 month this Contract may be terminated immediately on written notice at the option of the party not affected by the event.
  - 1.96 The Customer shall not assign, charge, sub-contract, delegate, transfer, place in trust or dispose of this Contract and/or any of its rights or obligations under it.
  - 1.97 The Company may assign, charge, sub-contract, delegate, transfer, place in trust or dispose of this Contract and/or any of its rights or obligations under it. The Company shall be entitled to perform its obligations under this Contract through any member of its group.
  - 1.98 All third party rights are excluded and no third parties shall have any rights to enforce the terms of this Contract.
  - 1.99 This Contract shall be governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Company Name:..... Date  
 .....

Signature..... Print  
 Name.....

Position

in

Company

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