

J. R. Pridham Services Limited Standard Terms & Conditions of Sale (2006) (FOR UK CONTRACTS ONLY)



1. DEFINITIONS

In these Terms and Conditions of Sale the following words and expressions shall, unless the contract otherwise requires, have the meanings respectively ascribed to them:

1.1 'ACCEPTANCE DATE' shall mean the Agreed Completion Date or the date when the Works are in a condition to be accepted by the Customer in accordance with the Contract whichever shall last occur.

1.2 'AGREED COMPLETION DATE' shall mean the deadline when the works are intended to be accepted by the Customer.

1.3 'CONTRACT' shall mean the agreement, verbal or otherwise, between the Customer and the Company for the execution of the Works as amended from time to time by the Parties and all documents and information referred to therein.

1.4 'CONTRACT PRICE' shall mean the price stated in the Contract for the Works and shall not, unless otherwise agreed by the parties include taxes or duties of any kind.

1.5 'COMPANY', 'JRP' or 'JRP's' shall mean

J. R. Pridham Services Limited and/or JRP Control & Automation and having its principal place of business at Unit B2, Acre Business Park, Acre Road, Reading, RG2 0SA, and shall include the Company's legal representatives successors and permitted assignees.

1.6 'CUSTOMER' shall mean the purchaser, company, firm or individual defined as the Customer in the Contract and shall include the Customer's legal representative successors and permitted assignees.

1.7 'EQUIPMENT' shall mean all plant, materials, software and hardware supplied by the Company to the Customer

1.8 'PREMISES' or 'Site' shall mean the place or places where any Works are to be undertaken by the Company and/or to which the Equipment are to be delivered and at which they are to be operated as specified in the Contract.

1.9 'WORKS' shall mean and include the supply and delivery of the Equipment and all other services required to be carried out by the Company under the Contract.

1.10 'Worker' or 'STAFF' shall mean any of the Company's directly employed Staff, employees, Temporary Workers, Subcontractors or Agents

1.11 'TEST', 'WORKS TEST', 'ACCEPTANCE TEST' shall be those tests of the Works which, unless the parties shall otherwise agree are prescribed by the Company's standard quality procedures a copy of which is available on request.

1.12 'THESE TERMS' shall mean the Terms and Conditions of Sale set out in this document.

1.13 'COST' shall mean all expenses incurred including overheads by the Company in the execution of his obligations under the Contract.

2. GENERAL

2.1 These Terms (save insofar as expressly amended by the provisions of the Contract) shall together with the Contract provide the terms on and conditions subject to which the Company shall carry out the Works for the Customer.

2.2 No terms, conditions or reservations stipulated by the Customer in any document (other than the Contract) and no course of dealing between the Company and the Customer shall annul, vary or add to these Terms or the Contract except insofar as expressly accepted in writing on behalf of the Company by the Company's representative appointed in terms of Clause 13 of these Terms.

2.3 The Contract of which these Terms shall form part shall not be binding on the Company until the Company shall have acknowledged the Customer's order in writing. The Company reserves the right to refuse acceptance of any order without giving any reasons therefore.

2.4 No relaxation, forbearance, delay or indulgence of the Company in enforcing any of its strict rights under these Terms and/or the Contract shall affect, prejudice or restrict such rights and any waiver by the Company in respect of any breach of contract by the Customer shall not operate as a waiver of any subsequent or continuing breach.

3. OBJECT OF CONTRACT

The object of the Contract of which these Terms form part, is the execution of the Works and the fulfilment of the mutual obligations of the Parties which may be specified in, but are not restricted to the following schedules to the Contract.

Equipment, Timescale, Testing, Transport and Delivery Documentation, Training, System and Service Support.

4. PRICE

4.1 The Contract Price will not be subject to variation except in accordance with Clause 8 or Clause 11.2 of these Terms or where otherwise provided in the Contract.

4.2 If the cost to the Company increases or decreases as a result of any new or changes to law or of any order, regulation or by-law, after the award of the Contract, the cost of compliance will be added to or deducted from the Contract Price.

4.3 Where appropriate, all orders will be subject to Value Added tax, Excise Duty and other applicable taxes to be paid by the Customer at the rate pertaining on the dispatch date.

5. PAYMENT

5.1 The Contract price or any stage payments forming part of the Contract Price, will become payable in accordance with the Terms of payment defined in the Contract or on the Acceptance date, whichever is the earlier.

5.2 The Company shall render all invoices or applications for payment in accordance with the provisions of the Contract.

5.3 If payment of any sum due under the Contract shall be delayed otherwise than in accordance with the Contract, interest may be charged at the rate stated in the Contract, or in the event of such a rate not being stated, a rate of 8% per annum over the base rate from time to time of The Bank of England on the amount of the delayed payment for the period of delay.

5.4 The Company reserves the right to withdraw all services being provided to the Customer following 14 days delay in Payment. The Customer will, by default, invoke a Suspension of Works see Clause 39.

6. OWNERSHIP

6.1 Equipment sold under the Contract of which these Terms form part shall remain the property of the Company, notwithstanding delivery and the passing of risk pursuant to Clause 12 and 7 respectively of these Terms, until the Contract Price therefore has been paid in full by the Customer.

6.2 If the Contract provides that the Contract Price is payable in instalments or only part of the Contract Price has been paid, the Company may appropriate any instalment or part payment to any part of the equipment and property in such part shall pass to the Customer, provided that where the Contract provides specifically that any instalment of the Contract Price is attributable to any particular item or part of the Equipment property in such item or part shall pass to the Customer on payment of that instalment.

6.3 Until passing of property in the Equipment the Customer shall keep the same on his own premises in safe custody and separate from

any goods, which are the properties of the Customer, or any third party.

6.4 For the avoidance of doubt, property in the Software remains with the Customer notwithstanding payment of the Contract Price or any part thereof specifically attributable to the Software, which payment represents a licence fee for the Software.

7. RISK

Risk in the Equipment sold hereunder shall pass to the Customer on delivery and the Customer shall thereafter accept responsibility for any loss, damage or destruction of the equipment and in the event of any loss, damage or destruction the Customer will, unless otherwise provided in the Contract, be responsible for the full Contract Price therefore including, where appropriate Value Added tax, Excise Duty and other applicable taxes.

8. SUPPLY OF INFORMATION BY THE CUSTOMER

8.1 The Customer is reminded that Under Regulation 12 of the Management of Health & Safety at Work Regulations 1999, the Customer is responsible for providing the Company with comprehensive information on the risks to the Company's staff working on the Customers premises arising out of the Customers operation and the measures taken to control these risks.

8.2 Within the time specified in the Contract or, if no time is specified, within a reasonable time (having regard to the timetable imposed by the Contract), the Customer will provide the Company with all the necessary information that it may reasonably require in connection with the Contract including, without limitation, the provision of test data and expected results for the Company's use. Such information and data shall be subjected to the provisions of confidentiality contained in Clause 10 hereof. In the event that the Works are declined or in the event of the Works is increased by reason of the Customer's delay or failure in providing such information or data or by reason of errors omission in the information or data provided by the Customer, the Contract Price and the time for delivery shall be amended by such amount as in the circumstances reasonable.

9. SUPPLY OF INFORMATION BY THE COMPANY

9.1 Within the time specified in the Contract or, if no time is specified, within a reasonable time (having regard to the timetable imposed by the Contract), the Company will submit for the Customer's approval two copies of detailed specifications for the Equipment and two copies of the Works Test and Acceptance Test specifications. Such specifications and any drawings submitted for approval shall be approved or otherwise within the period stated in the Contract or where no period is stated within 14 days after such submission. If the Customer as not complying with the Specification properly rejects such specifications or drawings, the Company shall modify them to meet the Customer's reasonable requirements and re-submit them for approval. The earlier provisions of this Clause governing approval or rejection of the specifications or drawings (if any) shall apply to any amended specifications or drawings.

9.2 Following completion of the Acceptance Tests or at such time as may be agreed the Company will furnish all documentation required for the operation of the Equipment as may be specified in the Contract.

10. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

10.1 The Customer undertakes to keep confidential and not to disclose to any third party, without the Customer's prior consent in writing, any trade or business secrets or similar confidential information supplied by the Customer relating to his business or to the business of any of his customers except insofar as may be strictly necessary for the proper performance of the Contract. The Company undertakes to procure that its employees and any person authorised by it to have access to such confidential information in connection with the performance of the Contract shall observe the confidentiality obligations and restrictions imposed by this Clause 10.1.

10.2 The Customer shall keep confidential and shall not, without the Company's consent in writing disclose by any method to any third party any part of any Software or any programming tools and skills used by the Company in the development of such Software which may be disclosed to the Customer in connection with the Contract and shall use the same only for the purposes of the Contract or in connection with the permitted sales to third parties of systems incorporating the Software. The Customer undertakes to procure that its employees and any such third party to whom it sells systems incorporating the Software shall observe the confidentiality obligations and restrictions imposed by this Clause 10.2.

10.3 Nothing in this clause shall apply to prevent either Party, as the case may be, from disclosing confidential information which is in that party's possession (with full right to disclose) prior to receiving it from the other party or which is or later becomes public knowledge other than by breach of this clause or which either party may independently receive from a third party.

10.4 Copyright and any other intellectual property rights of whatever nature in the Software, Equipment and documentation and manuals relating to the Software provided under the Contract shall remain the property of the Company. Without prejudice thereto it is hereby acknowledged the use of the Equipment, Software and related documents and manuals by the Customer in accordance with the terms of any specific licence issued by the Company to the Customer shall not be an infringement of such copyright or other intellectual property rights.

10.5 Nothing contained in the Contract or these Terms or in the licence referred to in paragraph 10.4 shall prevent the Company from using in any way it thinks fit any programming tools, skills knowledge and techniques acquired or used by it in performing the Contract.

11. MISTAKES IN INFORMATION

11.1 Subject as provided in Clause 11.2 in the event that either Party shall discover any discrepancy, error or omission in drawings, documentation or other information supplied by the Company, the Company shall as soon as practicable and at its expense correct the said discrepancy, error or omission in full and final satisfaction or its liability therefore. In the event that it shall not prove reasonably practicable or technical or economic grounds to make such correction and provided that such discrepancy, error or omission is not immaterial to the Contract, the Company shall notify the Customer of the fact, return all payments made and the Contract shall become null and void.

11.2 The Customer shall be responsible for and shall pay all extra costs directly occasioned by any discrepancies, errors or omissions in the drawings, information and decisions supplied in writing to the Company by the Customer.

12. DELIVERY

12.1 Unless otherwise specified the Contract Price quoted excludes costs of delivery which shall be borne by the Customer unless otherwise stated in the Contract. Delivery shall be by any method of transport at the Company's discretion.

12.2 Unless otherwise specified the Company shall not be responsible for off-loading.

13. VARIATIONS

13.1 The Customer and Company shall each appoint a representative who shall respectively be the single channel of communication between the Customer and the Company.

13.2 The Company undertake not to accept or implement any variation to the Works or Equipment requested by the Customer or on his behalf unless request for such variations are made in writing and submitted in accordance with the provisions of this clause. Any request for variation shall be in writing by the Customer's appointed representative and shall clearly specify the function to be achieved or to be omitted.

13.3 The Customer shall as soon as reasonably practicable after the submission of such a request for a variation agrees with the Company the necessary amendments to the Specification. Any necessary alteration to the Contract and/or the time for delivery consequent upon any such alteration shall be agreed in writing by the Customer's representative and the Company's representative before the Company commences work on the variation and failing such agreement within a reasonable time period the variation shall be deemed not to have been made.

14. EXTENSION OF TIME FOR COMPLETION

If after the date, the Contract of which these Terms form part has been entered into, the Company shall have been delayed or impeded by any act or omission of the Customer or any circumstances beyond the reasonable control of the Company, and providing the Company shall have acted without delay or impediment, the Customer shall grant the Company from time to time in writing such extension of time as may be reasonable and the Agreed Completion Date shall be amended accordingly.

15. EXCLUSION FOR LIABILITY FOR DELAY

Times and dates relating to despatch or delivery quoted by the Company are estimates only and not subject of any guarantee. The Company will use its best endeavours to meet the timetable defined in the Contract, of which these Terms form part, but it shall not be responsible for any losses incurred by the Customer (including losses of the nature set out in Clause 28), directly or indirectly by reason of the Company for any failure to do so.

16. PRE-DELIVERY TESTS AND INSPECTION

16.1 Subject to giving the Company reasonable notice, the Customer shall be entitled to all reasonable times during manufacture to inspect at the Company's works the materials and workmanship of all the Equipment to be supplied under the Contract and if part of the said Equipment is manufactured elsewhere the Company shall obtain for the Customer permission to inspect as if the said Equipment were being manufactured at the Company's works.

16.2 The Company shall give the Customer 14 days written notice of the date and the place at which any Equipment that is subject to Works test will be ready for testing and if the Customer shall decline or fail to attend at the place so named and on the date which the Company has stated in its notice, the Company may proceed with the Works Tests, which shall have been deemed to have been made in the Customer's presence and shall forthwith forward to the Customer daily certified copies of the test readings. The Customer shall give the Company notice in writing of his intention to attend Works Tests.

16.3 Where the Contract provides for Works Tests, the Company shall, except where otherwise specified include in the Contract Price such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be requisite and may reasonably be required to carry out Works Tests efficiently.

16.4 As and when the Equipment have passed the Works Tests, the Customer shall notify the Company in writing to this effect.

16.5 If after inspecting or the testing of the Equipment, the Equipment or any part thereof is defective, or not in accordance with the Contract, the Customer may reject the said Equipment or any part thereof by giving to the Company within 7 days of the date of such inspection or testing, notice in writing of such rejection, stating therein the grounds upon which the rejection is based.

16.6 If the Equipment, or any portion thereof fails to pass the Works Test, repeat tests shall be carried out within reasonable time upon the same terms and conditions but at sole expense of the Company. In the event that the repeat tests show that the Equipment are not in accordance with the contract, then the Customer shall have the right to:

- 1) require the Company to supply, free of charge, such additional or replacement Equipment to pass the Works Tests,
- or
- 2) accept and retain such Equipment as he may consider expedient at such reduced price as may be agreed between the Customer and the Company.

- or,
- 3) reject the Equipment where it is not in accordance with the Contract.

17. ACCEPTANCE TESTS

17.1 The Company shall give to the Customer in writing seven days notice or such shorter notice as may be agreed, of a date when it will be ready to commence the Acceptance Tests. Unless otherwise agreed, the tests shall take place on the said date(s) or on such later date(s) as the Customer shall notify the Company in writing.

17.2 If the Customer fails to attend on the appointed date(s) for the Acceptance Tests, the Company shall be entitled to proceed in his absence and the said tests shall be deemed to have been made in the presence of the Customer and copies of all documents produced as a result of the tests shall be made available to the Customer.

17.3 If the Equipment, or any portion thereof fails to pass the Acceptance Tests, repeat tests shall be carried out within reasonable time upon the same terms and conditions but at sole expense of the Company. In the event that the repeat tests show that the Equipment is not in accordance with the contract, then the Customer shall have the right to:

- 1) require the Company to supply, free of charge, such additional or replacement Equipment to pass the Acceptance Tests,
- or
- 2) accept and retain such Equipment as he may consider expedient at such reduced price as may be agreed between the Customer and the Company.

- or
- 3) reject the Equipment where it is not in accordance with the Contract.

18. ACCEPTANCE CERTIFICATE

18.1 As soon as the works have been completed in accordance with the Contract and have passed the Acceptance Tests, the Company shall issue a certificate of acceptance to the Customer for signature. The certificate shall state the Acceptance Date and detail any outstanding defects in the work. The Customer shall sign and return the certificate to the Company or provide reasons for not signing within 14 days of the issue date of the certificate. The signing of the certificate will not relieve the Company from its responsibilities to

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fulfil its obligations with respect to the outstanding defects listed on the certificate.

18.2 In the event that the Customer fails to issue and the Company does not receive the signed certificate or reasons for not signing within 14 days of the issue date of the certificate the Company shall be entitled to assume that the project has been accepted subject to any defects listed on the certificate.

19. QUALITY REQUIREMENTS

19.1 The Company shall perform the Works in accordance with the Company's defined Quality Procedures (of which the Customer has knowledge) and with technical norms and standards as applied in best working practice.

19.2 Equipment shall be free from all defects due to defective design or faulty workmanship or materials and shall meet the functions, specifications and characteristics published or quoted by the Company or amended in the Contract.

19.3 Unless otherwise provided for in the Contract all Equipment shall be new.

20. ATTACHMENTS TO THE EQUIPMENT

20.1 The Customer shall have the right, free of charge, (at any time after the acceptance date) to modify the Equipment or to attach to the Equipment any equipment supplied by other contractors.

20.2 If the Customer intends to modify the Equipment or to attach any equipment supplied by other contractors, he will notify the Company in writing of his intention to make such modification or attachment.

20.3 The Company will inform the Customer within thirty days of adverse consequence of the proposed modification or attachment of which it may be aware.

20.4 The Company will provide (insofar as is legally free to do so) any information available to aid the Customer in the safe execution of the proposed modification or attachment on such reasonable terms as may be agreed.

20.5 In the event that a modification or attachment is made by the Customer and the Company can prove that such a modification or attachment is adversely affecting the Equipment, then the Company shall be entitled to any additional cost that it can prove were incurred directly or indirectly, wholly or in part, as a result of modification or attachments made by the Customer.

21. MAINTENANCE

21.1 If requested by the Customer, the Company shall enter into a separate contract with the Customer for the maintenance of the Equipment. Otherwise the Company shall be under no obligation to supply support or maintenance services in relation to the Equipment save to the extent (if any) provided in the Contract. In particular, the Company shall not be obliged to make available to the Customer or to inform the Customer of the availability of new releases of any Software.

Any new releases, which the Company does agree to make available, shall be charged separately and shall form the subject of a separate contract.

22. MANUALS AND DOCUMENTATION

22.1 The Company shall supply to the Customer sufficient manuals and other documentation to ensure the satisfactory and efficient operation of the Equipment. This supply will include but not be restricted to the extent of the documentation specified in the relevant schedule or elsewhere in the Contract.

22.2 The Company shall specify, either in the relevant schedule or elsewhere in the Contract, the number of manuals and the type and extent of the documentation and the costs thereof.

22.3 The manuals and the documentation shall be provided in the English language, unless otherwise agreed.

23. **TRAINING** If requested by the Customer, the Company shall enter a separate contract with the Customer for the training of the Customer's personnel.

24. WARRANTY

24.1 The Company shall warranty the Works to be in accordance with Clause 19.2 hereof and that the Equipment is fit for its disclosed purpose during a period of 12 months commencing from the Acceptance Date or 15 months from dispatch whichever is the earlier. The warranties set out in this Clause are in lieu of and to the exclusion (insofar as they may be lawfully excluded) of any other representations, guarantees, conditions or warranties as to the quality of the goods supplied by the Company or their fitness for any purpose whether such representations, guarantees, conditions or warranties be expressed or implied, statutory or otherwise, provided that nothing contained in these Terms or in the Contract shall affect the statutory rights of a consumer under Sections 13-15 inclusive of the Sale of Goods Act 1979.

24.2 The Customer shall inform the Company of the type and extent of any defect as soon as it becomes apparent.

24.3 Any defect reported to the Company verbally by the Customer shall be confirmed in writing by the Customer within seven days of such report utilising the Problem Report Sheets provided in the documentation. All Problem Report sheets should be forwarded for the attention of the Quality Assurance Manager.

24.4 The Company shall at its option remedy or replace at its cost defective items reported to it during the said warranty period. Such remedy or replacement shall be in full and final satisfaction of all its liability for defects.

24.5 If the Customer has influenced the choice of manufacturer or supplier that the Company may use for the supply of Equipment then all Costs for replacement or repair of said Equipment will be charged to the Customer.

25. ASSIGNMENTS AND SUB-LETTING

25.1 The Company shall not assign or transfer the Contract or any of the rights of obligations therein without the prior written consent of the Customer.

25.2 The Company shall not, without the written consent of the Customer, which shall not be unreasonably withheld, make any sub-contract with any person or persons for the execution of any part of the Works but the restriction contained in this Clause shall not apply to the supply of materials, components or minor details nor to any part of the Works for which a sub-contractor is named in the Contract. Any such consent shall not relieve the Company from any of its obligations under the Contract.

25.3 The Customer shall not assign or transfer the Contract or any of the rights or obligations therein without the prior written consent of the Company.

26. PATENTS

26.1 The Company shall indemnify the Customer against any claims for infringement of Letters Patent Registered Design, Trade Mark, Copyright, or other intellectual property right subsisting at the date of the Contract by the use or sale of any article or material supplied by the Company to the Customer under the Contract and against all costs and damages which the Customer may incur in any action for such infringement or for which the Customer may become liable in any such action: provided always that this indemnity shall not apply to any infringement which is due in whole or in part to the Company having followed any design or instruction furnished or given by the Customer or to the use of such article or material in a manner or for a purpose or in a foreign country not specified or disclosed to the Company or otherwise in accordance with the Customer's licence or to any infringement which is due to the use of such article of material in association or combination with any other article or material not supplied by the Company: and provided also that this indemnity is conditional on the Customer giving to the Company the earliest possible notice in writing of any claim being made or action threatened or brought against the Customer and on the Customer permitting the Company at its own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

26.2 The Customer on his part warrants that any design or instruction furnished or given by him shall not be such as will cause the Company to infringe any letter Patent, Registered Design, Trade Mark, Copyright, or other intellectual property right, in execution of the Contract and undertakes to indemnify the Company against all costs, damages and liabilities which may incur in any action resulting from any such infringement.

27. INDEMNITIES AND INSURANCE

27.1 The Company shall indemnify and keep indemnified the Customer against injury (including death) to any persons or loss of or damage to any property including the Equipment which may arise out of the act, default or negligence of the Company, or any sub-Contractor appointed by the Company or their employees or agents and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, provided that the Company shall not be liable for nor be required to indemnify the Customer against compensation or damages for or with respect to injuries or damages to the extent that the same result from any act, default or negligence on the part of the Customer or his employees or contractors (not being the Company or employed by the Company)

27.2 The Customer shall indemnify and keep indemnified the Company for the duration of the Contract against injury (including death) to any persons for loss of or damage to any property (including the Equipment) which may arise out of the act, default or negligence of the Customer or any company employed by the Customer (other than the Company) and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

27.3 Without thereby limiting its responsibilities under Clause 27.1 the Company shall insure with a reputable insurance company against all loss of and damage to property and injury to persons (including death) arising out of or in consequence of the Company's obligations under the Contract and against all actions, claims, demands, costs and expenses in respect thereof, save only as is set out in the exceptions in sub-Clause 27.4.

28. EXCLUSION OF LIABILITY FOR CONSEQUENTIAL LOSS

28.1 The Company shall not be liable to the Customer under the Contract of which these Terms form part for the loss of use (whether complete or partial) of the Works or of profit or of any contract that may be suffered by the Customer or for any other consequential or economic loss.

29. ARBITRATION

29.1 Except where otherwise provided, if any dispute or difference arises between the Customer and the Company in connection with or arising out of the Contract of which these Terms form part, and provided that either of them shall have given to the other notice in writing thereof, such dispute or difference shall be referred to a single arbitrator to be agreed between the Customer and the Company or failing such agreement within fourteen days from receipt of such notice in writing to be nominated by the President for the time being of the Institution of Electrical Engineers on the application of either party who shall be deemed to act as an expert and not as an arbitrator and whose decision (including decision as to costs) shall (in the absence of manifest error) be final and binding on the Parties.

30. FORCE MAJEURE

30.1 Neither party shall be liable to the other for failure to perform its obligations under the Contract by reason of force majeure, being any industrial dispute or other reason beyond its reasonable control including but not limited to Acts of God, war, accidents, actions of third parties and the like, provided always that each Party shall give to the other prompt notice of the existence or termination of any such reason.

30.2 In the event that any such force majeure situation shall continue for more than six months either Party shall be entitled to give written notice to the other terminating the Contract, no sums being due to or by either Party as a result of such termination save that such termination shall be without prejudice to the rights of the Parties which have accrued at the date thereof.

31. TERMINATION

Without prejudice to any other provision in the Contract or these Terms, in the event that:

- 1) a Receiver or Administrative Receiver is appointed over the whole or any part of the assets of the Customer;
- 2) Resolution is passed or a Petition presented for the liquidation of the Customer: or

3) the Customer commits an act of bankruptcy;

the Company may, at its absolute discretion, elect either to terminate the Contract or not to deliver the Equipment except against payment in cash of the Contract Price in full.

32. CONTRACT TO PREVAIL OVER THESE TERMS

In the event that there is any conflict between the provisions of the Contract and these Terms, the provisions of the Contract shall prevail.

33. NOTICES

Track the wording of the clause governing Notices in the Contract

34. SEPARATE AND SEVERAL

Each Clause and sub-Clause in these Terms shall be separate and severable and enforceable accordingly.

35. HEADINGS

Headings in these Terms are for convenience only and shall not affect the construction or the interpretation hereof.

36. LAW

The Contract of which these Terms form part shall be subject to and construed and interpreted in accordance with English Law. Insofar as not already subject thereto the Parties hereby propagate the non-exclusive jurisdiction of the English Courts. We confirm receipt of a copy of the foregoing Terms which we have read and understood and acknowledge that the same form part of the Contract.

37. INTRODUCTORY FEES

37.1 The direct engagement by a Customer of a Staff member introduced by the Company, or the introduction by the Customer of a Staff member to any third party resulting in an engagement (or, where applicable, if the Worker has become incorporated under a limited company, the engagement of that limited company) renders the client subject to the payment of an introduction fee calculated at 25% of the annual gross taxable remuneration and emoluments payable to the Worker provided that the engagement takes place within a period of 12 months from the termination of the assignment under which the Worker was last supplied, or, if there was no assignment, within 12 months of the introduction of the worker by JRP. Where the Client fails to inform JRP of the annual remuneration, the introduction fee will be calculated as a multiple of 400 times the hourly charge of JRP for the Workers service. No refund of the introduction fee will be paid in the event that the engagement subsequently terminates. VAT is payable in addition to any fee due.

37.2 The Customer must inform the Company of any offers of service or requests to supply materials by any of the Company's Staff, during or within 12 months of termination of this contract. Should the Customer accept offers to supply materials from any of the Company's Workers, the Customer will pay to the Company an introductory fee of 20% of all payments made during the 12 months after termination of this contract. Payment to be made within seven days of invoice.

38. Access

38.1 The Customer shall be responsible for providing the Company with all necessary consents, permits, way leaves and approvals, applicable to the Site and Works.

38.2 The Customer shall ensure complete access is available to all areas of the Site necessary for the Company to carry out its obligations under the Contract during the period of the Contract. Any limitations imposed will incur an additional Cost.

39. Suspension of Works

39.1 If by default or instruction the Customer acts in a manner that causes the Company or any of its Staff to suspend the progress of Works, then all Costs incurred during the period of suspension will be payable as detailed in 39.3.

39.2 The Customer must give the Company reasonable notice to resume the Works. All Costs incurred in order to facilitate a resumption of Works will be payable as detailed in 39.3.

39.3 The Customer will be invoiced within 14 days following the instruction to suspend Works and every 14 days thereafter during the period of suspension, which will be payable within the terms of the Contract or 30 days whichever is the earliest.

Exclusions

Please detail any exclusions from the Company's Terms and Conditions of Sale.

Additional sheet added? Y / N

Signature

Print Name

Position

For and on behalf of

Customer

Date: