WILLOWBROOK PLANT LIMITED TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions apply:

Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business *in England*;
Conditions	means WPLôs terms and conditions of sale and hire as set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Deliverables, plans, quotations, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between WPL and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 OR means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;
Customer	means the person who purchases the Deliverables from WPL and whose details are set out in the Order;
Deliverables	means the supply of Goods or Services or the hire of Hired Goods or all as the case may be;
Force Majeure	means an event or sequence of events beyond any partyôs reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving WPLôs or its suppliersô workforce, but excluding the Customerôs inability to pay or circumstances resulting in the Customerôs inability to pay;
Goods	means the goods and related accessories, spare parts and documentation and other physical material set out in the Order and to be supplied by WPL to the Customer;
Hired Goods	means the goods and related accessories, spare parts and documentation and other physical material set out in the Order or understood by the parties to be included in the Goods and to be hired by WPL to the Customer;
Location	means the address(es) for delivery of the Goods and/or Hired Goods and performance of the Services as set out in the Order;

Order	means the Customer's order for the Deliverables in the Customer's order form;
Price	has the meaning given in clause 3.1;
Rental Payments	the payments made by or on behalf of the Customer for hire of the Hired Goods.
Rental Period	the period of hire as set out in the Order.
Services	means the services set out in the Order and to be supplied by WPL to the Customer;
Specification	means the description or specification of the Deliverables set out or referred to in the Order;
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.
WPL	means Willowbrook Plant Ltd (registration number 05377871) of Pywell Road, Willowbrook East, Industrial Estate, Corby, Northants, NN17 5XJ;
WPL Personnel	all employees, officers, staff, other workers, agents and consultants of WPL and any of their sub-contractors who are engaged in the performance of the Services from time to time; and

1.2 In these Conditions, unless the context otherwise requires:

1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);

1.2.2 any words that follow 'include', 'includes', 'including', ó*in particular*ô or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.3 a reference to ówritingô or ówrittenô includes any method of reproducing words in a legible and non-transitory form; and

1.2.4 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

2. APPLICATION OF THESE CONDITIONS

2.1 These Conditions apply to and form part of the Contract between WPL and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract.

2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the parties.

2.4 Each Order by the Customer to WPL shall be an offer to purchase the Deliverables subject to these Conditions.

2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by WPL. If WPL is unable to accept an Order, it shall notify the Customer.

2.6 WPL may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the earlier of:

2.6.1 WPL's written acceptance of the Order; or

2.6.2 WPL delivering or performing the Deliverables or notifying the Customer that they are ready to be delivered or performed (as the case may be).

2.7 Rejection by WPL of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

2.8 WPL may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by the Customer.

2.9 Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.

2.10 WPL shall not be held responsible if upon commencement of the supply or provision of the Deliverables it becomes apparent that additional goods or services are required than initially thought. WPL will update the Customer upon becoming aware of the additional necessary or recommended goods or services in writing as well as the reasons for them and the revised Price as necessary.

3. PRICE

3.1 The price for the Deliverables shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with WPL's scale of charges as advised by WPL and received and acknowledged by the Customer before the date the Order is made (**Price**).

3.2 WPL reserves the right to increase the Prices at any time and for any reason, including but not limited to, instances where the Services become more complex, additional Goods are required than initially thought or there is an increase in the direct cost to WPL of supplying the relevant Deliverables (for example the imposition of a tariff as a result of an event such as Brexit). WPL will update the Customer in writing detailing the changes, the reasons for them and the revised Price.

3.3 The Prices are exclusive of:

3.3.1 packaging, delivery, insurance, or describe relevant elements of the services which are not included in the standard price which shall be charged in addition at WPL's standard rates, and

3.3.2 VAT.

3.4 The Customer shall pay any applicable VAT to WPL on receipt of a valid VAT invoice.

3.5 WPL shall have the right to require payment of a non-refundable deposit before commencing delivery or performance of the Deliverables.

4. PAYMENT

4.1 Subject to clause 4.3, WPL shall invoice the Customer for the Deliverables at any time after delivery or performance (as the case may be) of the Deliverables (less any deposit already paid).

4.2 Subject to clause 4.3, the Customer shall pay all invoices:

4.2.1 in full without deduction or set-off, in cleared funds within 30 of the date of each invoice; and

4.2.2 to the bank account nominated by WPL.

4.3 WPL reserves the right to require full payment of the Price in advance of delivery or performance of the Deliverables.

4.4 In connection with Hired Goods:

4.4.1 the Customer shall pay the Rental Payments to WPL in accordance with the payment schedule set out in the Order. The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law; and

4.4.2 WPL reserves the right to require payment of a deposit before the Rental Period commences. Such deposit shall be a deposit against default by the Customer of payment of any Rental Payments or any loss of or damage caused to the Hired Goods. If the Customer fails without due cause to make any Rental Payments in accordance with the Payment Schedule, or causes any loss or damage to the Hired Goods (in whole or in part), the Customer shall be entitled to apply the deposit against such default, loss or damage. The Customer shall pay to WPL any sums deducted from the deposit within ten (10) Business Days of a demand for the same.

4.5 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.5.1 WPL may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and

4.5.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5. CREDIT LIMIT

WPL may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6. DELIVERY AND PERFORMANCE

6.1 The Goods shall be delivered by WPL to the Location on the date(s) specified in the Order. The Goods shall be deemed delivered by WPL only on arrival of the Goods at the Location.

The Services shall be performed by WPL at the Location on the date(s) specified in the Order. The Services shall be deemed delivered by WPL only on completion of the performance of the Services at the Location.

The Hired Goods shall be delivered by WPL to the Location on the dates(s) specified in the Order. The Hired Goods shall be deemed delivered by WPL only on arrival of the Hired Goods at the Location.

6.2 WPL may deliver or perform the Deliverables in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.3 Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating:

6.3.1 the date of the Order;

6.3.2 the relevant Customer and WPL details;

6.3.3 if Goods, the product numbers and type and quantity of Goods in the consignment;

6.3.4 if Services, the category, type and quantity of Services performed;

6.3.5 any special instructions, handling and other requests; and

6.3.6 in the case of Goods, whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by WPL at WPL's expense.

6.4 Time is not of the essence in relation to the performance or delivery of the Deliverables. WPL shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.

6.5 WPL shall not be liable for any delay in or failure of performance caused by:

6.5.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location in accordance with WPL's instructions or as required for the Deliverables or (iii) provide WPL with adequate instructions for performance or delivery or otherwise relating to the Deliverables;

6.5.2 Force Majeure.

7. RISK

7.1 Risk in the Goods shall pass to the Customer on delivery.

7.2 Risk in the Hired Goods shall pass to the Customer on Delivery. The Hired Goods shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Hired Goods are in the possession, custody or control of the Customer (**Risk Period**) until such time as the Hired Goods are redelivered to WPL.

8. TITLE

8.1 Title to the Goods shall pass to the Customer once WPL has received payment in full and cleared funds for the Goods.

8.2 For the avoidance of doubt title in the Hired goods shall at all times remain with WPL (save the right to possession and use of the Hired Goods during the Rental Period).

8.3 Until title to the Goods has passed to the Customer, the Customer shall:

8.3.1 hold the Goods as bailee for WPL;

8.3.2 store the Goods separately from all other material in the Customer's possession;

8.3.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

8.3.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting WPL's interest on the policy;

8.3.5 ensure that the Goods are clearly identifiable as belonging to WPL;

8.3.6 not remove or alter any mark on or packaging of the Goods;

8.3.7 inform WPL immediately if it becomes subject to any of the events or circumstances set out in clauses 15.1.1 to 15.1.6; and

8.3.8 on reasonable notice permit WPL to inspect the Goods during the Customer's normal business hours and provide WPL with such information concerning the Goods as WPL may request from time to time.

8.4 Notwithstanding clause 8.3, the Customer may use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clauses 15.1.1 *to 15.1.6* has occurred or is likely to occur.

8.5 If the Customer resells the Goods in accordance with clause 8.4, title to the Goods shall pass to the Customer immediately prior to the resale.

8.6 If, at any time before title to the Goods has passed to the Customer, the Customer informs WPL, or WPL reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 15.1.1 *to 15.1.6*, WPL may:

8.6.1 require the Customer at the Customer's expense to re-deliver the Goods to WPL; and

8.6.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

9. WARRANTY

9.1 Subject to clause 9.5, WPL warrants that, for a period of *3* months from delivery (the **Warranty Period**), the Deliverables shall:

9.1.1 conform in all material respects to any sample, their description and to the Specification;

9.1.2 be free from material defects in design, material and workmanship;

9.1.3 if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

9.1.4 if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13; and

9.1.5 be fit for purpose and any purpose held out by WPL.

9.2 WPL reserves the right to alter the Specification of any Deliverables without prior reference to the Customer provided that such alteration does not materially reduce the standard of the previous Specification.

9.3 The Customer warrants that it has provided WPL with all relevant, full and accurate information as to the Customerôs business and needs.

9.4 In addition to the warranty set out in clause 9.1, the Goods and Hired Goods are delivered with a manufacturerôs warranty. The terms of the applicable warranty shall be delivered with the Goods or alternatively are available from WPL upon request. The Customer should discuss with WPL if it wishes to purchase an extended manufacturers warranty.

9.5 In the event that the Goods purchased are used goods, the Goods are sold ñas seenò WPL makes no representations and gives no warranties as to the quality, condition, state or description of the Goods, or their fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the Goods are excluded to the fullest extent permitted by law. To the extent that the benefit of any warranties made by the manufacturer or previous seller of the Goods to WPL can be assigned to the Customer, WPL shall, if requested by the Customer and at cost of the Customer, assign them to the Customer.

9.6 WPL shall, at its option, correct, repair, remedy, re-perform or refund the Deliverables that do not comply with clause 9.1, provided that the Customer:

9.6.1 serves a written notice on WPL not later than *five* Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;

9.6.2 such notice specifies that some or all of the Deliverables do not comply with clause 9.1 and identifying in sufficient detail the nature and extent of the defects; and

9.6.3 gives WPL a reasonable opportunity to examine the claim of the defective Deliverables.

9.7 The provisions of these Conditions shall apply to any Deliverables that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Deliverables.

9.8 WPL shall not be liable for a Deliverablesôfailure to comply with the warranty set out in Clause 9.1 in any of the following events:

9.8.1 the Customer makes any further use of those Deliverables after giving notice in accordance with Clause 9.6;

9.8.2 the defect arises because the Customer failed to follow WPL's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Deliverables or (if there are none) good trade practice regarding the same;

9.8.3 the defect arises as a result of WPL following any drawing, design or Specification supplied by the Customer;

9.8.4 the Customer alters or repairs those Deliverables without the written consent of WPL;

9.8.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

9.8.6 the Deliverable differ from Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

9.9 Except as set out in this clause 9:

9.9.1 WPL gives no warranty and makes no representations in relation to the Deliverables; and

9.9.2 shall have no liability for their failure to comply with the warranty in clause 9.1,

and all warranties and conditions (including the conditions implied by ss 12ï 16 of the Supply of Goods and Services Act 1982 and ss 13ï 15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

10. **HIRE**

10.1 Where the Order includes the hire of goods WPL shall hire the Hired Goods to the Customer for use at the Location.

10.2 WPL shall not, other than in the exercise of its rights under these Conditions, interfere with the Customerôs quiet possession of the Hired Goods.

10.3 The Rental Period shall start and shall continue for the period set out in the Order unless the Contract is terminated earlier in accordance with these Conditions.

10.4 During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

10.4.1 insurance of the Hired Goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as WPL may from time to time nominate in writing;

10.4.2 insurance for such amounts as a prudent owner or operator of the Hired Goods would insure for, or such amount as WPL may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Hired Goods; and

10.4.3 insurance against such other or further risks relating to the Hired Goods as may be required by law, together with such other insurance as WPL may from time to time consider reasonably necessary and advise to the Customer.

10.5 All insurance policies procured by the Customer shall be endorsed to name WPL on the policies as a loss payee in relation to any claim relating to the Hired Goods. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

10.6 The Customer shall give immediate written notice to WPL in the event of any loss, accident or damage to the Hired Goods arising out of or in connection with the Customer's possession or use of the Hired Goods.

10.7 The Customer shall, on demand and prior to commencement of the Rental Period, supply copies of the relevant insurance policies or other insurance confirmation acceptable to WPL and proof of premium payment to WPL to confirm the insurance arrangements.

10.8 The Customer shall during the term of the Rental Period or for any period during which it has possession of the Hired Goods:

10.8.1 ensure that the Hired Goods are kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by WPL;

10.8.2 take such steps (including compliance with all safety and usage instructions provided by WPL) as may be necessary to ensure, so far as is reasonably practicable, that the Hired Goods are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

10.8.3 maintain at its own expense the Hired Goods in good and substantial repair in order to keep it in as good an operating condition as it was on the commencement of the Rental Period (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Hired Goods;

10.8.4 make no alteration to the Hired Goods and shall not remove any existing component(s) from the Hired Goods unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Hired Goods shall vest in WPL immediately upon installation;

10.8.5 keep WPL fully informed of all material matters relating to the Hired Goods;

10.8.6 keep the Hired Goods at all times at the Location and shall not move or attempt to move any part of the Hired Goods to any other location without WPL's prior written consent;

10.8.7 permit WPL or its duly authorised representative to inspect the Hired Goods at all reasonable times and for such purpose to enter upon the Location or any premises at which the Hired Goods may be located, and shall grant reasonable access and facilities for such inspection;

10.8.8 maintain operating and maintenance records of the Hired Goods and make copies of such records readily available to WPL, together with such additional information as WPL may reasonably require;

10.8.9 not, without the prior written consent of WPL, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Hired Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

10.8.10 not without the prior written consent of WPL, attach the Hired Goods to any land or building so as to cause the Hired Goods to become a permanent or immovable fixture on such land or building. If the Hired Goods does become affixed to any land or building then the Hired Goods must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Hired Goods from any land or building and indemnify WPL against all losses, costs or expenses incurred as a result of such affixation or removal;

10.8.11 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of WPL in the Hired Goods and, where the Hired Goods has become affixed to any land or building, the Customer must take all necessary steps to ensure that WPL may enter such land or building and recover the Hired Goods both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of WPL of any rights such person may have or acquire in the Hired Goods and a right for WPL to enter onto such land or building to remove the Hired Goods;

10.8.12 not suffer or permit the Hired Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Hired Goods are so confiscated, seized or taken, the Customer shall notify WPL and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Hired Goods and shall indemnify WPL on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

10.8.13 not use the Hired Goods for any unlawful purpose;

10.8.14 ensure that at all times the Hired Goods remains identifiable as being WPL's property and wherever possible shall ensure that a visible sign to that effect is attached to the Hired Goods;

10.8.15 deliver up the Hired Goods at the end of the Rental Period or on earlier termination of the Contract at such address as WPL requires, or if necessary allow WPL or its representatives access to the Site or any premises where the Hired Goods are located for the purpose of removing the Hired Goods; and

10.8.16 not do or permit to be done anything which could invalidate the insurances referred to in Clause 10.4.

10.9 The Customer acknowledges that WPL shall not be responsible for any loss or damage to the Hired Goods arising out of or in connection with any negligence, misuse, mishandling of the Hired Goods or otherwise caused by the Customer or its officers, employees, agents and contractors.

11. INDEMNITY

11.1 The Customer shall indemnify, and keep indemnified, WPL from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by WPL as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

12. LIMITATION OF LIABILITY

12.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.

12.2 Subject to clause 12.4, WPL's total liability shall not exceed the total price of the Order under which the claim arose or if greater the sums recoverable by WPL under any insurance policy it has in place.

12.3 Subject to clause 12.4, WPL shall not be liable for consequential, indirect or special losses including but not limited to loss of profit; loss or corruption of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); or harm to reputation or loss of goodwill.

12.4 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

12.4.1 death or personal injury caused by negligence;

12.4.2 fraud or fraudulent misrepresentation; or

12.4.3 any other losses which cannot be excluded or limited by applicable law.

13. CONFIDENTIALITY AND ANNOUNCEMENTS

13.1 The Customer shall keep confidential all Confidential Information of WPL and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

13.1.1 any information which was in the public domain at the date of the Contract;

13.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

13.1.3 any information which is independently developed by the Customer without using information supplied by WPL; or

13.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

13.2 This clause shall remain in force in perpetuity.

13.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

14. FORCE MAJEURE

14.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

14.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

14.1.2 uses best endeavours to minimise the effects of that event.

14.2 If, due to Force Majeure, a party:

14.2.1 is or shall be unable to perform a material obligation; or

14.2.2 is delayed in or prevented from performing its obligations for a total of more than *30* days in any consecutive period of *60* days;

the other party may, within *30* days, terminate the Contract on immediate notice**.**

15. **TERMINATION**

15.1 WPL may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

15.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;

15.1.2 the Customer commits a material breach of the Contract which is not remedied within *14* days of receiving written notice of such breach;

15.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within *30* days after WPL has given notification that the payment is overdue;

15.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled;

15.1.5 the Customer stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; or

15.1.6 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

15.2 WPL may terminate the Contract at any time by giving not less than *four* weeksônotice in writing to the Customer if the Customer undergoes a change of Control.

15.3 WPL may terminate the Contract at any time by giving not less than four weeksônotice prior to any agreed delivery dates for performance or delivery of the Deliverables or in the event of there being no agreed dates for delivery on 7 days written notice. WPL shall under no circumstances be responsible for any losses caused to the Customer as a result of termination under this clause.

15.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle WPL to terminate the Contract under this clause 15, it shall immediately notify WPL in writing.

16. Upon termination or expiry of the Contract, however caused:

16.1.1 WPL's consent to the Customer's possession of the Hired Goods shall terminate and WPL may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Hired Goods and for this purpose may enter the Location or any premises at which the Hired Goods are located; and

16.1.2 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to WPL on demand:

16.1.2.1 all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 4.4;

16.1.2.2 any costs and expenses incurred by WPL in recovering the Hired Goods and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

16.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of WPL at any time up to the date of termination.

17. **NOTICES**

17.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

17.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

17.1.2 sent by email to the address specified in the Order.

17.2 Any notice or communication shall be deemed to have been received:

17.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

17.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

17.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

17.3 This clause 17.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. **ENTIRE AGREEMENT**

18.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

18.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

18.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

19. **VARIATION**

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, WPL.

20. **ASSIGNMENT**

20.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without WPLôs prior written consent.

21. **SET OFF**

21.1 WPL shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which WPL has with the Customer**.**

21.2 The Customer shall pay all sums that it owes to WPL under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22. **NO PARTNERSHIP OR AGENCY**

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other partyôs behalf.

23. **EQUITABLE RELIEF**

The Customer recognises that any breach or threatened breach of the Contract may cause WPL irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to WPL, the Customer acknowledges and agrees that WPL is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

24. SEVERANCE

24.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

24.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

25. WAIVER

25.1 No failure, delay or omission by WPL in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

25.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by WPL shall prevent any future exercise of it or the exercise of any other right, power or remedy by WPL.

25.3 A waiver of any term, provision, condition or breach of the Contract by WPL shall only be effective if given in writing and signed by WPL, and then only in the instance and for the purpose for which it is given.

26. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

27. GOVERNING LAW

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

28. JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).