

Terms and Conditions of Sale

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Authorised Officer: a person authorised by Us to bind Us contractually.

Contract: the contract for the supply of Goods and/or Services between You and Us that incorporates the Terms.

Goods: the goods supplied by Us pursuant to a Contract.

Goods Specification: any specification for the Goods prepared by You.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: Your order for the supply of Goods and/or Services, as set out in your purchase order form.

Order Acknowledgement: Our written acceptance of Your Order.

Services: any services to be performed by Us pursuant to a Contract.

Service Specification: any specification for the Services.

Terms: these terms as amended from time to time by Us.

We, Us and Our: Trough-Tec Systems Ltd a company registered in England and Wales with company number 7688741 whose registered office is at Leigh House, 28-32 St Pauls Street, Leeds, West Yorkshire, LS1 2JT.

Working Day: a day other than Saturday, Sunday or a public holiday in England when banks in London are open for business.

You and Your: the commercial entity (not consumers) who purchases Goods or Services from Us pursuant to a Contract

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.

- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes fax and email.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the You to purchase Goods and/or Services in accordance with these Terms.
- 2.2 The Order shall only be deemed to be accepted when We issue an Order Acknowledgement at which point and on which date the Contract shall come into existence.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Goods or illustrations or descriptions of the Services contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 You shall be responsible to Us for ensuring the accuracy and completeness of any Order and any Goods and Service Specifications and for giving Us any necessary information relating to Goods and Services within a sufficient time to enable Us to perform the Contract in accordance with its Terms. If You fail to notify Us in respect of any error within forty eight hours of receipt of the Order Acknowledgement, We accept no responsibility for any losses, delays, or other liability (whether direct, indirect or foreseeable) incurred by You.
- 2.5 We may make changes to the Goods and Service Specifications as necessary to conform to any applicable statutory, regulatory or EU requirements and We will notify You in any such event.
- 2.6 These Terms apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing and your placing of an Order is acceptance of the Terms.
- 2.7 Quotations do not constitute an offer and shall lapse on expiry of the stated period or, if none, 20 Working Days from the date of the quotation. We reserve the right to withdraw or revise a quotation at any time before accepting an order.
- 2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.9 The Contract or any part of it may be extended, delayed or cancelled only with the written agreement of an Authorised Officer. If an order is extended, delayed or cancelled by You whether or not with Our agreement (and without prejudice to any other rights We may have) You will indemnify Us against all losses, damages, costs and expenses We incur as a result of the extension, delay or cancellation including but not limited to the cost of any material, plant or tools used or allocated to the Contract, the cost of storage, the cost of labour and other overheads including a reasonable percentage of anticipated profit on the Contract. You accept that this is a genuine pre-estimate of our Our losses in such circumstances. We reserve the right to resell the Goods without notice to You.

3. DELIVERY AND INSPECTION

- 3.1 We shall deliver the Goods to the location set out in the Order Acknowledgement or such other location as We agree with You (**Delivery Location**) at any time after We notify You that the Goods are ready.
- 3.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. Unless otherwise agreed, You are responsible for any unloading. Where We agree to unload the Goods at Your request You agree to indemnify us in full in respect of all claims, losses, damages, costs and expenses incurred as a result of loading, unloading or delivery in accordance with Your instructions that are not caused by Our negligence.
- 3.3 Delivery dates are estimates only. Time for delivery of the Goods shall not be of the essence of the Contract.
- 3.4 Subject to Condition 3.5, if We fail to deliver the Goods, Our liability is limited to the costs and expenses You incur in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We are not liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of Goods.
- 3.5 We reserve the right to refuse to deliver the Goods to sites considered at the discretion of the haulier to be unsuitable and we shall not be liable for any delay caused by such refusal.

- 3.6 If as part of the Contract with You, We agree (at Your cost) to package Goods in a way that is inconsistent with our standard packaging, and You fail to accept or take delivery of such specifically packaged Goods, then We shall invoice You for a reasonable re-packaging charge for all work undertaken by Us in removing this non-standard packaging and such invoice shall be payable in accordance with Condition 7.1.
- 3.7 If You fail to take or accept delivery of the Goods within three Working Days of Us notifying You that they are ready, then except where such failure or delay is caused by a Force Majeure Event or by Our failure to comply with Our obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Working Day following the day on which We notified You that the Goods were ready; and
 - (b) We shall store the Goods until delivery takes place, and charge You for all related costs and expenses (including insurance).
- 3.8 If 20 Working Days after the day on which We notified You that the Goods were ready for delivery You have not taken or accepted delivery of them, We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to You for any excess over the price of the Goods or charge You for any shortfall below the price of the Goods.
- 3.9 You shall inspect the Goods at the Delivery Location but nothing in these Terms shall require You to break packaging and/or unpack Goods (**Reasonable Inspection**).
- 3.10 If We deliver up to and including 5% more or less than the quantity of Goods ordered You may not reject them, but on receipt of notice from You that the wrong quantity of Goods was delivered, We shall make a pro rata adjustment to the invoice for the Goods.
- 3.11 Unless You advise Us within three Working Days Reasonable Inspection that there has been loss or damage in transit, short delivery (subject to Condition 3.10) or failure of the Goods to conform to the Contract, the Goods will be deemed to have been delivered in accordance with the delivery documents and You shall not be entitled to reject the Goods.
- 3.12 Our liability for loss or damage in transit or short delivery (subject to Condition 3.10) apparent on Reasonable Inspection is limited to supplying Goods as ordered and We shall not be liable for any damages whatsoever.
- 3.13 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle You to cancel any other instalment.
- 3.14 Where Goods are to be delivered to a Delivery Location outside of the UK:
- (a) You shall be responsible for complying with any legislation or regulations, including import licences, governing the importation of the Goods into the country of destination and for the payment of any duties on them, and if required shall make licences and consents available to Us prior to the relevant shipment; and
 - (b) Unless agreed otherwise and confirmed in writing by Us, payment of all amounts due to Us under any Contract shall be made by irrevocable letter of credit opened by You in Our favour and confirmed by a bank in the United Kingdom acceptable to Us;

4. QUALITY OF GOODS

- 4.1 We warrant that on delivery, and for a period of 2 years from the date of delivery (**warranty period**), the Goods shall:
- (a) conform in all material respects with their description and any applicable Goods Specification;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 4.2 Except as expressly provided in these Terms all warranties, conditions of other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 4.3 Subject to clause 4.4, We shall, at Our option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
- (a) You give notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1;
 - (b) We are given a reasonable opportunity of examining such Goods; and
 - (c) You (if asked to do so by Us) return such Goods to Our place of business at the Your cost.
- 4.4 We shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 if:

- (a) the defect would have been apparent on Reasonable Inspection;
- (b) the defect arises from variations in colour and/or texture or to the appearance of the Goods including but not limited to efflorescence;
- (c) You make any further use of such Goods after giving a notice in accordance with Condition 4.3;
- (d) the defect arises because You failed to follow Our oral or written instructions, British Standard, industry code or generally accepted practice as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (e) the defect arises as a result of Us following any drawing, design or Specification supplied by You;
- (f) You alter or repair such Goods without Our written consent;
- (g) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (h) the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

4.5 Except as provided in this Condition 4, We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.6 Condition 4 shall apply to any repaired or replacement Goods supplied Us.

5. SUPPLY OF SERVICES

5.1 We shall supply the Services to You in accordance with the Service Specification in all material respects.

5.2 We shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Acknowledgement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

5.3 We reserve the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and We shall notify You in any such event.

5.4 We warrant to You that the Services will be provided using reasonable care and skill.

6. YOUR OBLIGATIONS

6.1 You shall:

- (a) ensure that the terms of the Order and any information You provide in the Goods Specification are complete and accurate;
- (b) co-operate with Us in all matters relating to the Services;
- (c) provide Us, Our employees, agents, consultants and subcontractors, with access to Your premises, office accommodation and other facilities as reasonably required by Us to provide the Services;
- (d) provide Us with such information and materials as We may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare Your premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) review all health and safety information provided with the Goods and ensure all users of the Goods do the same on a regular basis;
- (i) keep all Our materials, equipment, documents and other property (**Supplier Materials**) at Your premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to Us, and not dispose of or use the Supplier Materials other than in accordance with Our written instructions or authorisation; and
- (j) comply with any additional obligations as set out in the Service Specification.

6.2 If Our performance of any of Our obligations under the Contract is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to Us, We shall have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations in each case to the extent the Customer Default prevents or delays Our performance of any of Our obligations;
- (b) We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause 6.2; and
- (c) You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.

7. PRICE

7.1 The price for Goods:

- (a) shall be the price set out in the Order Acknowledgement or, if no price is quoted, the price set out in Our published price list as at the date of the Order; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to You.

7.2 The charges for Services shall be calculated on a time and materials basis in accordance with the fee rates set out in the Order.

7.3 We shall be entitled to charge overtime for Services provided outside of Our normal business hours.

7.4 We shall be entitled to charge You for any expenses reasonably incurred by the individuals whom We engage in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Us for the performance of the Services, and for the cost of any materials.

7.5 We reserve the right to increase the price of the Goods, by giving notice to You at any time before delivery, to reflect any increase in the cost of the Goods to Us that is due to:

- (i) any factor beyond Our control (including without limitation foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (ii) any request by You to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- (iii) any delay caused by Your instructions in respect of the Goods or Your failure to give Us adequate or accurate information or instructions in respect of the Goods.

Any balancing charge that is due and payable by You as a result of such increase will be invoiced on delivery and payable in accordance with Condition 8.

8. PAYMENT

8.1 Subject to Condition 3.14(b), We shall invoice You on or at any time after sending You the Order Acknowledgement.

8.2 You shall pay each invoice We submit:

- (a) immediately on receipt and always prior to delivery; or
- (b) within 30 days from the date of invoice where credit terms have been agreed by Us and confirmed in writing to You; and
- (c) in full and cleared funds to a bank account nominated in writing by Us.

8.3 Time for payment shall be of the essence of the Contract and We reserve the right to suspend the provision of the Goods or the Services to You where any amounts are overdue under any Contract until all such amounts have been paid.

8.4 Any discounts, deductions or rebates agreed are only available if the price is paid and received by the due date.

8.5 Credit may be reviewed at any time at Our discretion. We reserve the right with immediate effect and without prior notice to You to refuse to execute any order or Contract if the arrangements for payment by You or Your credit rating are not satisfactory to Us or Our insurers.

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

8.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. TITLE AND RISK

9.1 The risk in the Goods shall pass to You on completion of delivery.

9.2 Title to the Goods shall not pass to You until the earlier of:

- (a) Us receiving payment in full (in cash or cleared funds) for the Goods and any other goods that We have supplied to You in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) You resell the Goods, in which case title to the Goods shall pass to You at the time specified in clause 9.4.

9.3 Until title to the Goods has passed to You, You shall:

- (a) store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Our behalf from the date of delivery;
- (d) notify Us immediately if You becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d); and
- (e) give Us such information as We may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) Your ongoing financial position.

9.4 Subject to clause 9.5, You may resell or use the Goods in the ordinary course of Your business (but not otherwise) before We receive payment for the Goods. However, if You resell the Goods before that time:

- (a) You does so as principal and not as Our agent;
- (b) You hold receipt for the Sale of such Goods in a separate account on trust for Us; and
- (c) title to the Goods shall pass from Us to the You immediately before the time at which resale by the You occurs.

9.5 At any time before title to the Goods passes to You, We:

- (a) may by notice in writing, terminate Your right under clause 9.4 to resell the Goods or use them in the ordinary course of Your business; and
- (b) require You to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if You fail to do so promptly, enter any of Your premises or of any third party where the Goods are stored in order to recover them.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Goods or Services shall be owned by Us, even where such Intellectual property Rights arise from a Goods Specification.

10.2 You acknowledge that, in respect of any third party Intellectual Property Rights in the Goods and Services, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.

10.3 We reserve the copyright in all Our drawings, sketches, plans, prints and other documents or data. No reproduction thereof shall be made without Our permission and neither the drawings nor reproductions thereof shall be transferred to a third party without Our permission.

10.4 No trade mark or name carried on the Goods may be erased or replaced without Our consent.

10.5 All of Our materials, equipment, documents and other property are Our exclusive property.

10.6 Where You resell the Goods to a third party and the third party brings any claim against Us, You will provide all reasonable assistance to Us at Your cost to enable Us to defend the claim and You will not make any admission, negotiate or settle any claim without Our prior written consent thereto.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Terms shall exclude or restrict liability for death or personal injury resulting from negligence or liability for fraudulent misrepresentation or any other liability what cannot be excluded or restricted by law.

- 11.2 Subject to Condition 11.1, We are not liable to You in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise for any of the following losses or damages, whether direct or indirect, and even if such losses and/or damages were foreseen, foreseeable or known, or We were advised of the possibility of them in advance:
- (a) loss or damage incurred by You as a result of third party claims;
 - (b) loss of actual or anticipated profits;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; and
 - (f) any indirect, special or consequential loss or damage howsoever caused.
- 11.3 Subject to Condition 11.1, Our entire liability to You under the Contract shall not exceed the price paid for the Goods.
- 11.4 If the Goods are not manufactured by Us or have been processed by a third party whether or not at Our or Your request Our liability in respect of any defect in or arising from the Goods will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods.
- 11.5 If the Goods are supplied, manufactured or processed pursuant to a Goods Specification then subject to Condition 11.1 We shall not be liable for any defect in such Goods except in the event of:
- (a) misrepresentation where the representation was made or confirmed in writing by Us;
 - (b) non-compliance with the Goods Specification other than in accordance with Condition 2.5; or
 - (c) breach of a separate written warranty signed by Us that the Goods are fit for a particular purpose.
- 11.6 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by You, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with any claim made against Us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Our use of the Goods Specification. This clause 11.6 shall survive termination of the Contract.
- 12. CONFIDENTIALITY**
- 12.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this **Error! Bookmark not defined.Error! Reference source not found.**; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 13. ANTI-CORRUPTION**
- 13.1 You will not, and will procure that your employees will not in connection with any contract engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.
- 13.2 Breach of Condition 13.1 shall be deemed to be a material breach of the Contract which is not capable of remedy for the purposes of Condition 14.

14. DEFAULT AND TERMINATION

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- (b) the other party 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), obtaining a moratorium, 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;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.2 Without affecting any other right or remedy available to it, We may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under the Contract on the due date for payment.

14.3 Without affecting any other right or remedy available to it, We may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between You and Us if You fails to pay any amount due under the Contract on the due date for payment, You become subject to any of the events listed in clause 14.1(b) to clause 14.1(d), or We reasonably believe that You are about to become subject to any of them.

15. CONSEQUENCES OF TERMINATION

15.1 On termination of the Contract:

- (a) You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;
- (b) You shall return all of the Supplier Materials and any Goods which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

16. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for six weeks, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

17. GENERAL

17.1 Each Contract shall be governed and interpreted according to the laws of England and Wales and You agree to submit to the exclusive jurisdiction of the English Courts.

17.2 The waiver by Us of any right of remedy under the Contract shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict

any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 17.3 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the Authorised Officer.
- 17.4 Any written notice to be given under these Terms shall be sent by You to Our Accounts Department, Trough-Tec Systems Ltd of Clifford House, Lady Bank Drive, Lakeside, Doncaster DN4, and by Us to You at Your trading address.
- 17.5 Nothing in these Terms or a Contract is intended to or will create any benefit for or right to enforce any of these Terms to any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.6 Termination of a Contract shall not affect rights and obligations which have already accrued at the time of termination.
- 17.7 You may not assign or deal in any way with all or any part of the benefit of Your rights or benefits under a Contract.
- 17.8 We are entitled at any time to assign or deal with the benefit of any Contract or sub-contract any work relating to any Contract.
- 17.9 If any Condition or part of these Terms or a Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from these Terms or a Contract and will be ineffective without, as far as is possible, modifying any other Condition or part of these Terms or a Contract and this will not affect any other provisions of these Terms or a Contract which will remain in full force and effect.

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