

13. Consequences of Termination

- a. On termination of the contract the Customer shall immediately pay to the Company all of the Customer's outstanding unpaid invoices and interest.
- b. On termination of the contract the Customer shall return all materials and other property of the Company which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the contract.
- c. Termination or expiry of the contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.
- d. Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the contract shall remain in full force and effect.

14. General

- a. **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.
- b. **Assignment and other dealings.** The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the contract without the prior written consent of the Company.
- c. **Confidentiality.** Each party undertakes that it shall not any time during the contract, and for a period of two years after termination or expiry of the contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause 14c. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the contract. Each party may disclose the other party's confidential information:
 - i. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14c; and
 - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- d. **Entire Agreement.** The contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract.
- e. **Variation.** Except as set out in these conditions, no variation of the contract shall be effective unless it is in writing and signed by the parties. Only a director of the Company has the power to vary these conditions.
- f. **Waiver.** A waiver of any right or remedy under the contract or by law is only effective if given in writing and 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.
- g. **Notices.** Any notice provided for under the contract shall be in writing and shall be deemed to be duly given if delivered by hand or sent by first class post to the party named therein at the address of such party shown in the Order or such other address as the party may by notice nominate for the purpose of services and if sent by post shall be deemed to have been received two business days after the same shall have been posted.
- h. **Third Party Rights.** Unless it expressly states otherwise, the contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- i. **Governing law.** The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- j. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.