RETTIG (UK) LIMITED ("RETTIG") - CONDITIONS OF SALE (FOR GOODS AND SERVICES)

INTERPRETATION
In these conditions of sale the following words will (unless the context otherwise requires) have the following meanings:

"Conditions" means the conditions set out below and overleaf. Where any terms below conflict with any terms overleaf the terms overleaf will take precedence.

"Contract" means the conditions set out below and overleaf. Where any terms below conflict with any terms overleaf the terms overleaf will take precedence.

"Contract" means the company, firm, body, person, individual or other party purchasing the Works.

"Customer" means the company, firm, body, person, individual or other party purchasing the Works.

"Customer" property" means any patterns, drawings, specifications, designs, packagings and any other equipment, goods, materials, instructions or information supplied by or on behalf of the Customer (or a third party nominated by the Customer for a behalf of the Works.

"Goods" means any goods agreed in the Contract to be provided by Rettig to the Customer (including any patt or parts of them, any raw materials, finished or semi-finished materials, parts, spares, commodities and any materials, articles or commodities supplied in connection with the Services).

"IPR" means patents, trade marks and service marks, rights in designs, trade or business maner infinished materials, parts, spares, commodities and service marks, rights in designs, trade or business maner from the services and topography rights (whether or not any of these is registered and including applications for registration of any such thing and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

"Warranty Period" means unless otherwise agreed in writing the warranty period set out in clause 7.3.

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similar errors or omissions make up its employs—
QUIOTATIONS

Any quotation (whether written or oral) is given on the basis that no contract will come into existence
otherwise than in accordance with the provisions of clauses 3.5 and 3.6.

Unless otherwise agreed in writing any quotation is valid only for a period of 45 days from its date of
issue provided that Retity has not previously withdrawn it by written or oral notice to the Customer.
Each quotation clearly sets out the scope of the Works and is based on any instructions, information
and specification provided by the Customer. Rettig reserves the right in its absolute discretion
to amend the quoted price to cover any increase which may arise as a result of additional Works being
requested (and agreed) or additional or incomplete instructions or information being provided.

APPLICATION OF TERMS 2.3

requested (and agreed) or additional or incomplete instructions or information being provided. APPLICATION OF TEXAS Subject to clause 3.4) these Conditions are the only conditions on which Rettig is prepared to with the Customer and they will apply to and govern the Contract and all of Rettig's future supp

Subject to clause 3-49 times consultates are use only consultate and all of Rettig's future supplies to the Customer.

With the Customer and they will apply to and govern the Contract and all of Rettig's future supplies to the Customer.

No termis, conclitions or warranties endorsed upon, delivered with, referred to or stipulated or not be contract. The contract of the contract o

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The Customer must ensure that the content of its purchase order and any approxane specimanum are complete and socrate.

Unless otherwise agreed in writing all samples, software, drawings, illustrations, descriptions, specifications, technical data, advertising and other similar information issued by Nettig or contained in Rettig's catalogues, brochures, trade literature, price lists or other similar published materials are issued or published only for the purpose of giving an approximate idea of the Works described in them and will not form part of the Contract.

Any purchase order which has been accepted by Rettig in accordance with clauses 3.5 and 3.6 may only be cancelled, suspended, deferred, postponed or varied by the Customer with the prior written consent of Rettig and on terms that the Customer will indennify Rettig in full against all low (including but not limited to invertory and other commitments made by Rettig as a result of such purchase order), chamages, charges and exposes incurred (directly or indirectly) by Rettig as a result of such cancellation, suspension, deferment, postponement or variation.

DELVERY

Any times specified or agreed by Rettig for the delivery of the Works are given in good faith but are an estimate only. If no time is specified or agreed by Rettig delivery will take place within a reasonable time. The time for the delivery of the Works will not be of the essence of the Contract. Here time for the consequences of a will not be of the sesence of the contract but Rettig will not be liable for the consequences of any delay or failure to deliver if the duration of the delay in solution as due to any circumstances beyond Rettig's reasonable control or of an unexpected or exceptional nature. Subject to the provisions of clause 4.4 delivery will be deemed to take place and the Customer will be responsible for off loading when the Works are delivered to the Customer at such place as the natties may are the subject to the provisions of clause 4.1 delivery will be deemed to take place and the Customer will be responsible for off loading when the Works are delivered to the Customer at such place as the natties may area.

Subject to the provisions of clause 4.4) delivery will be deemed to take place and the Customer will be responsible for off loading when the Works are delivered to the Customer at such place as the parties may agree.

If Rettig agrees to permit the Customer to collect the Works from Rettig's place of business Rettig will notify the Customer that the Works are ready for collection and delivery will be deemed to take place when the Customer collects the Works from Rettig's place of business. The Customer will be responsible for loading, Unless otherwise agreed in writing the Customer will collect the Works within 7 working days of the Issue of ston honties.

Rettig will use its reasonable endeavours to ensure where necessary that the Works will be packed or as to be adequately protected against damage in normal conditions of transit of usual duration. Unless it has agreed to permit the Customer to collect the Works Rettig will make its normal arrangements for the carriage of the Works. The Customer will maken the parties which is outside Rettigs of the Works. The Customer will maken the parties which is outside Rettigs or of the Works arrangements. Such additional costs and/or expenses to be paid by the Customer when it is due to pay for the Works.

Rettig may deliver the Works in Instalments, Deliveries of further instalments may be withheld until the Works comprised in earlier instalments have been paid for in full. Default by Rettig Movisoever caused in respect of one or none instalments. Sulleviers of further instalments may be withheld until the Works comprised in earlier instalments and the entitle the Customer to terminate the relevant Constant of the parties of the parties of the parties with the Works and the works comprised in earlier instalments will not entitle the Customer for the reminate the relevant Constant of the works of the parties with the Works and the works comprised i

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Customer for any shortfall.

Where the Works are to be supplied from stock such supply is subject to the availability of the stock at the date of delivery.

On delivery to the Customer all Works should be examined. Pettig will not be liable for any shortages in or non-delivery of the Works (even if caused by Rettig's negligence) unless the same is notified in writing by the Customer to Rettig (together with all relevant details) within 3 days of the actual or anticipated date of delivery (as appropriate). Subject to such notice being provided Rettig will, if it is reasonably satisfied that any Works have not been delivered as a resist of Rettig's fault (in its sole discretion) either arrange for redelivery as soon as reasonably possible or give credit (at the pro rata contract price) to the Customer for such Works. Any shortages in or non-delivery of part of the Works will not affect the Contract in respect of the other parts of the Works.

If Rettig comples with clause 43 if will (sludject to dause 8.2) have no further liability (in contract, tort or delix (including but not limited to negligence) or otherwise for such shortages or non delivery, which Rettig will us or reasonable or elementary of the Works of the contract price of the works.

If Rettig comples with clause 43 if will sludject to dause 8.2) have no further liability (in contract, tort or delix (including but not limited to negligence) or otherwise for such shortages or non delivery. Whish Rettig will us ne reasonable endeavour to supply the exact quantity of the Works ordered by the Customer all quantities are approximated or where such variance to within escandable limits. A por rata contract to the contract of the 4.10

any relevant statutory obligations. RRSK AND OwnERSHIP

(Unless otherwise agreed in writing) the Goods are at the risk of the Customer from the time of delivery or deemd delivery of such Goods to the Customer (as appropriate) or payment of the price for such Goods in accordance with these Conditions (whichever is the sooner) and loading funder clause 4.4) and off Gooding (under clause 4.3) will be at the Customer's risk.

(Notwithstanding that risk in the Goods will pass to the Customer in accordance with the provisions of clause 5.1) ownership of the Goods (both legal and equitable) will remain with Rettig unless ownership is properly vested in some other person by the operation of any statute) until Rettig has received in full (in cash or cleared funds):

(a) all sums due in respect of the Goods; and
(b) all other sums which are or which become due to Rettig from the Customer on any account. Until ownership of the Goods has passed to the Customer under clause 5.2, the Customer will:

(a) hold the Goods on a fliduciary basis as Rettig's ballee and trustee;

(b) keep the Goods free from any charge, lien or other encumbrance;

(c) store the Goods (at no cost to Rettig) separately from all other goods or materials of the Customer or any third party in such a way that they remain readily identifiable as Rettig's property and aexily accessible to Rettig;

on distance of the such as a statisfactory condition, insured on Rettig's behalf for their full price against all usual risks to the reasonable satisfactory condition, insured on Rettig's behalf for their full price against all usual risks to the reasonable satisfactory condition, insured on Rettig's behalf for their full price against all usual risks to the reasonable satisfactory condition, insured on Rettig's behalf for their full price against all usual risks to the reasonable satisfactory condition, insured on Rettig's behalf for their full price against all usual risks to the reasonable satisfaction of Rettig and on request produce such policy against all us 5.2

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5.4 The Customer may resell, use or otherwise dispose of the Goods before ownership has passed to it only if any such sale, use or disposition:

(a) will be effected in the ordinary course of the Customer's husiness in an arms Locath transaction.

y such sale, use or disposition:
will be effected in the ordinary course of the Customer's business in an arms length transaction;
and

("RETTIG") - CONDITIONS OF SALE (FOR GOO)

(b) will be a sale, use or disposition on the Customers own behalf and the Customer will deal as principal when marking such sale, use or disposition.

Once payment becomes overdene, bettig may while the owner of the Goods (without prejudice to its other rights) demand the immediate return of the Goods at any time and the Customer must comply with fand bear the cost of) such demand immediates! If the Customer fails to return such Goods, Rettig or its successors in title, and their respective employees and agents, may enter the Customer's permises (with or without whetches) to remove the Goods the cost of which shall be borne by the Customer and/or may sell or otherwise deal with the Goods.

Rettig will be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Rettig.

The Goods will be deemed sold or used in the sequence delivered to the Customer.

Each clause and sub clause in the clause 5 is separate, distinct and severable from the others.

RECE AND XMES are sold by reference to Rettig's published price list, the price payable for the Works. will be the price as published in the price list current at the date of delivery of the Works. Where the Works are not sold by reference to Rettig's published price list, the price stated in the Contract is based on the cost to Rettig of goods, materials, fuel, power, transport, taxes, duties, services, labour and all other costs at the date of Rettig's quotations gray to a considerable of the Works and the price list and the services of the price of the Works and the price list of the price payable for the Works may be increased by Rettig accordingly.

Quotations given in a currency other than sterling are based on the rate of exchange at the time of quoting and (unless otherwise agreed in writing between the parties) the price may be subject to revision if any different rate of exchange is ruling at the date of frovice.

(Unless otherwise agreed in writing between the p

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(b) treat the Contract or any other consust uservees to severe any other contract between the Customer;
(c) suspend any future performance by Rettig of the Contract or any other contract between the Customer and Rettig until all overview sums have been pand; and/or
(d) appropriate any payments made by the Customer to such of the Works (or such works supplied under any other contract between the Customer and Rettig as Rettig may think fit (notwithstanding any purported appropriation by the Customer). The Customer will indemnify Rettig against all costs and expenses (including but not limited to legal and other debt collection expenses) incurred by Rettig in recovering and/or attempting to recover any amounts due to Rettig from the Customer under these Conditions.

QUALITY
Where Rettig is not the manufacturer of the Goods or the performer of the Services Rettig will use all reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given to Rettig by such manufacturer or service performer. Where Rettig is the manufacturer of the Goods or the performer of the Services Rettig warrants subject to the provisions of this clause? If that on delevery of the Goods and for the relevant Warranty Period the Goods will:

(I) be of satisfactory quality, within the meaning of the Sale of Goods Act 1979 (as amended);

(III) be reasonable if for experience and the sale of Goods Act 1979 (as amended); 7.2

(i) be of satisfactory quality, within the meaning of the Sale of Goods act 1979 (as amended); and
(ii) be reasonably fit for any particular purpose for which the Works are commonly supplied or are being bought (if the Customer has made known that purpose to Rettig in writing and Rettig has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgement of Rettig); and
(i) the Services will be performed with reasonable skill and care by properly qualified and experienced persons.

The Warranty Period means:
(a) Radiators; (b) oyars from date of purchase;
(b) Radiator Valves; 2 years from date of purchase;
Rettig will not be liable for any present of any of the warranties in clause 7.2 unless:
(a) the Customer gives written notice of the defect to Rettig within 28 days of the date when the Customer discovered to deptice view of the Customer discovered to deptice.
(b) (if the defect is as a result of danage in transit) the Customer gives written notice of the defect to the carrier in the manner and willin the appropriate time limit as evolutions; and
(c) Rettig is given reasonable opportunity after receiving such notice to examine such Works and Rettig is given if reasonably to preceive the order to the carriers of the surface of t

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Business (at the Customer's cost) for the examination to take place there. Rettig will not be liable for a breach of any of the warranties in Clause 7.2, where and to the extent that:

(a) the defect arises as a result of fair wear and tear, accident, misuse, misservice, wilful damage, neglect, or abnormal or incorrect working conditions after delivery.

(c) the defect arises as a result of any changes or modifications made to the Goods not made by Rettig (including but not limited to bending or curving of the Goods);

(d) the defect arises as a result of any parts, materials or equipment not manufactured or workmanishin pot performed by Rettig.

(e) the Customer makes any further use of out-M Works after prings written notice of the defect if the defect arises as a result of any failure to follow Rettig's instructions (whether oral or in writing) as to the storage, assembly, includation, commissioning, use, processing, handling or the storage, assembly, includation, commissioning, use, processing, handling or the storage, assembly, includation, commissioning, or commissioning of the Works not performed by Rettig or its sub-contractor.

(i) the defect arises as a result of any intendiction, extring or commissioning of the Works not performed by Rettig or its sub-contractor.

(i) the defect arises as a result of any alteration, servicing or repair of the Works not made by Rettig and without the written consent of Rettig, or it to contract states that the Works are sold in their actual state without warranty. Subject to clauses 7.4 and 7.5 if any of the Works do not confirm with any of the warranties set out in clause 7.2 Rettig will at its optical and active repair or replace such Goods for the defective party, re-perform such Services or refund the price of such Works at the pror rata Contract rate. If Rettig complex with cause 8.7 have no further liability (in contract, tout or delict (including but not limited to negligence) or otherwise) for breach of any of the warranties in clause 7.2 in respect of such Wo

(a) Temburse to Rettig all Rettig's reasonable costs and expenses associated with such examination;
(b) if appropriate, recollect (at the Customer's own risk and expense) such Works within 18 days from
the date of Rettig's notice that such Works are not in Present of such warranties.

Where Rettig has refunded or credited to the Customer's credit account the price of any Works
returned by the Customer's credit account the price of any Works
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returned by the Customer's company of the Customer's credit account the price of any Works
repeated or proceeding incurred or suffered by Rettig as a result of or in connection with any claim
brough anism's tettig artings as a direct or indirect consequence of:

a customer's falure to pass to and in a proper and reasonable manner drawing to the attention
of all persons using or proposing to use the Goods including but not limited to any purchaser of
the Goods from the Customer or any subcontractor of the Customer's all information and
instruction relating to and warmings in respect of the Goods supplied by Rettig and
(b) the use of the Works with any other incompatible or defective equipment, goods or systems
including but not limited to heating systems).

LIMITATION OF LIABILITY

THE PRICES CHARGED FOR THE WORKS ARE BASED STRICTLY ON THE UNDERSTANDING OF ACCEPTANCE
BY THE CUSTOMER OF THE PROVISION IN THE CONTRACT FOR THE LIMITATION OF RETTIC'S LIABILITY.

SHOULD THE CUSTOMER EQUIRE RETTIC TO ACCEPT ADDITIONAL LIABILITY THIS MAY BE DISCUSSED

BETWEEN THE PRATIES AND THE PRICE INCREASED ACCORDINGLY.

ditions and other terms implied by statute or common law (except for the condition 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law

excluded from the Contract.

Nothing in these Conditions excludes or limits the liability of Rettig for fraudulent misrepresentation or for any death or personal injury caused by Rettig's negligence.

THE CUSTOMER'S ATTENTION is N PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSES 8.3 AND 8.4 (Subject to clause 8.1, 8.2 and 9.1) Rettig will not be liable to the Customer in contract, tort, or delict including but not limited to negligence, misrepresentation or otherwise for any anticipated profits business, contracts, overhead recovery, machining costs, revenue or anticipated savings):

(b) any damage to the Customer's reputation or goodwill;
(c) any product recall or business interruption costs;
(d) any other special, indirect or consequential loss or damage (even if Rettig has been advised of such loss or damage arising out of or in connection with the Contract.

Contract. (Subject to the provisions of clause 8.1. 8.2. 8.3 and 9.2) Rettig's total liability in contract. Lort or delict including but not limited to negligence), misrepresentation or otherwise arising out of or in connection with list Contract will be limited to the anomar received by Rettig for the claim under its insurance policy covering such risks (provided that nothing in these Conditions will oblige Rettig to obtain any insurance or claim upon any insurance which it holds) or It Illimition (withcree the greater). The Customer admonifedges that delay in notifying any claim may prevent Rettig recovering

any money under such policy. The provisions of this clause 8 shall survive the termination or expiry (for whate

THE CUSTOMER'S PROPERTY

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THE CUSTOME'S PROPERTY

While Rettig will take reasonable care of the Customer's Property whilst it is in Rettig's possession, not not customer's Property will unless otherwise agreed in writing remain at the Customer's risk and all replacements and alteractions of and repairs to the Customer's Property will be the Customer's propenty like and the Customer's property will be the Customer's propenty like and the state of the Customer's property will be the Customer's property will be the Customer's property.

Rettig will not be liable for any loss or damage to the Customer's Property like state of the Customer's Property are agreed as a direct result of Rettig's negligence. Where Rettig is failable under this clause 9.7 Rettig's liability to the Customer's Property and the Customer's Property and the Customer's Property.

The Customer will ensure that the Customer's Property is accurate, adequate and suitable for use by Rettig in the performance of the Contract and in good condition. While Rettig will use reasonable endeavours to verify any relevant aspects of the Customer's Property no responsibility is accepted by Rettig for its accuracy, adequacy, suitability or condition.

Any defect in the Works which is due in whole or in part to the Customer's Property will not entitle the Customer's Property will for the Purpose or claim damages in respect of such defect.

The Customer will keep Rettig indemnified in full against all liability, loss, damage, injury, claim, action, demand, expense or proceeding awarded against or incurred by Rettig as a result of or in connection with the Lustomer has paid for in advance of delivery.

PALLETS AND SKIDS.

any vocus stated) pallets and skids will not be charged extra but if not returned to Rettig's Quality for the charged extra but if not returned to Rettig's place of business (carriage paid) in good condition, within 3 weeks of receipt by the Customer Rettig will be entitled to charge the Customer for such pallets and skids.

CONFIDENTIALITY
The Customer will keep confidential all technical data, commercial information, know-how, The Customer will keep confidential all technical data, commercial information, know-how, specifications, inventions, processes, mitiabres and other information which to all confidential information in information concerning. Rettig's business or its products which the Customer may obtain information ("Confidential Information").

The Customer will restrict disclosure of the Confidential Information to such of its employees, agents or subcontractors as need to know the same and will ensure that such employees, agents or subcontractors as subject to equivalent obligations of confidentiality as the full confidential Information to subject to equivalent obligations of confidentiality as the full confidential information and information to any third party or make any use of the Confidential Information except to the extent necessary to implement the Contract.

IPR
The Customer will keep Rettig indemnified in full against all liability, loss, damage, injury, claim, action, demand, expense or proceeding in respect of ally infringement or alleged infringement of any IPR resulting from any use by Rettig of any Customers/Property or any compliance by Rettig with the Customer's Instructions, whether experse or implied.
Rettig reserves the right to cease any Work where it becomes aware that such Work (as a result of any use by Rettig on / customer's Sinstructions) infringes or may infringe the IPR of any third party.
Rettig will have no itability to deliber any Work which as a result of any use by Rettig of any Customer's Property or compliance by Rettig with the customer's instructions) infringes or may infringe the IPR of any Work which has a result of any use by Rettig of any Customers Property or compliance by Rettig with the Customer's instructions) infringes or may infringe the IPR of any third party.

Rettig will nave in usuative vocast-aw property or compliance by Rettig with the Customer's instructions) infringes or may infringe the IPR or any third party.

Without prejudice to any other rights Rettig may have, Rettig will be entitled to claim prompt reimbursement by the Customer upon submission of Rettig's invoice for all work undertaken and for all costs and expenses incurred un to the date of cessation of the Work undertaken and for all works, or any associated instructions, plans, illustrations, descriptions, blue prints, designs, technical information, drawings, sercicles, documents or specifications (escept where these relate solely to the submission, drawings, sercicles, documents or specifications (escept where these relate solely to the such rights it will pomptly inform better and table such steps settig in may reasonably require to assist in the customer is not in default of any payment obligations under the Contract Rettig grants to the a Customer a non-exclusive, coyalty free licence to use such IPRs a may be owned by Rettig in accordance with clause I.25 for the purpose of selecting the appropriate Works. Whilst Rettig has used its reasonable endeavours to ensure that Works manufacture or performed by Rettig of not criminge any third party intellectual property rights. Other than the constructed as any representation or warranty by Rettig that the design, manufacture, use or sale of the Works is not an infringement of any third party intellectual property rights.

TERMINATION

Retting may terminate the Contract immediately if:

(a) the Customer fails to pay the prize on the due date:

(b) the Customer is in breach of any term of the Contract (other than the obligation to pay the price) and has failed to remedy such breach within 28 ddays of receipt of written notice specifying the breach and requiring it to be remedied;

(c) there is a material change in the ownership or control of the Customer; or

(d) the Customer is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an appointment or the presentation of a petition for the appointment of an appointment or the contract throwsever arising will be writhout prejudice to any rights and remedies which may have accrued to either party.

Any Conditions which impliedly have effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry.

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EXPORT SALES

Abhere the Works are supplied for export from the United Kingdom the provisions of this clause 14 will (subject to any special terms agreed in writing between the parties) apply despite any other provision

(subject to any special terms agreed in writing between the parties) apply despite any other provision of these Condition. The Uniform Laws on International Sales Act 1967 will not apply. The Customer will establish and maintain in favour of Bettig an irrevocable and confirmed letter of credit in English with a UK clearing bank payable on drafts drawn at sight on presentation to the bank by Rettig of a certified copy of Rettig sinusce. All bank charges and other expenses in relation to the letter of credit will be borne by the Customer. Unless otherwise agreed in writing Works will be sold C.I.F (as defined in INCOTERMS 2000 Edition). The Customer will be resportable for complying with any legislation or regulation governing the export of the Works form the United Kingdom and the importation of the Works into the country of destination and for payment of any relevant duties or taxes.

ig will have in respect of unpaid debts due to it from the Customer a general lien on all property be Customer which is in Rettig's possession for whatever reason and whether worked upon or not. of the Customer which is in nerving a performance of the customer which is the customer of the deemed to be in breach of these Conditions by reason of any delay in performing or failure to perform any of its obligations under these Conditions if such delay or failure was beyond the Rettigs reasonable control. If Rettig is unable to perform its obligations under these Conditions in accordance with this clause 16 it will promptly notify the Customer of the nature and extent of the circumstances in question.

Control of the flaute and extension of conclusioners in questions and extension of control assistance will not without the prior written consent of Rettig assign or transfer the Contract or any part of it to any other person.

Rettig may without the prior written consent of the Customer assign, transfer or subcontract the Contract or any part of it to any other person. 17.2 GENERAL

Contract or any part of it to any other person.

GENERAL

Each right or remedy of Rettig under these Conditions is without prejudice to any other right or remedy which Rettig may have under these Conditions or otherwise.

Any notice or other document to be served under the Contract must be in writing and may be delivered or sent by prepaid first class post or facinitiel transmission to the recipient's registered office.

Any notice or document shall be deemed served, if delivered at the time of relieving, if posted, 48 hours after postig and if sent by facsimile transmission at the time of transmission.

If any provision of the Contract is found by any court, tribunal or administrative body of competency introduction to be wholly or partly lilegal, invalid vold, unenforceable or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

Failure or delay by either party in exercising any right or remedy or a waiver of any other right or remedy. Any waiver by either party will not be deemed a waiver of any subsequent breach or default under, any provision of the Contract by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

A person who is not a sparty to the Contract will have no right under the Contract. This clause 18,7 dees not, affect, any right or remedy of any person which exists or is available otherwise than porsuant to the Contract.

That actic any right or hemory or any person minimate this or a advantage outerwise unan postagen. The Customer agrees that it will have no remedy in respect of any untrue statement innocently or negligently made by or on behalf of Rettig prior to the Contract upon which the Customer relied in entering into the Contract whether such statement was made orally or in writing.

The Contract will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.