

**METRO ENGINEERING AND PLATING WORKS LIMITED
TERMS AND CONDITIONS FOR THE PROVISION OF
METAL FINISHING SERVICES**

1. Definitions

The following definitions are used in this document:

- “Company” means Metro Engineering and Plating Works Limited;
- “Conditions” means all the conditions for the provision of Services included in this document only;
- “Contract” means any contract between the Purchaser and the Company for the provision of Services to Parts, made up of these Conditions and the Order Acknowledgement;
- “Material” means the specific type and grade of metal from which the Parts have been manufactured;
- “Minimum Line Charge” means the minimum Price for Processing an individually identifiable batch of Parts for the Purchaser;
- “Minimum Order Charge” means the minimum Price for Processing an individual Order for the Purchaser;
- “Order” means the purchase order issued by the Purchaser for the provision of Services by the Company;
- “Order Acknowledgement” means the written acknowledgement of an Order issued by the Company to the Purchaser, which confirms the Services to be provided, the Parts to be processed and the Price to be charged for the Services;
- “Parts” means any physical items provided by the Purchaser for the application of Services by the Company in accordance with the Contract;
- “Price” means the amount to be charged by the Company to the Purchaser for the provision of Services under the Contract;
- “Processing” means the application of the Services to the Parts;
- “Purchaser” means the party whose Order is accepted by the Company for the provision of Services;
- “Quotation” means an estimate of the Price for the application of Services to Parts to be provided by the Purchaser at a future date. A Quotation is not an offer by the Company for the provision of Services;
- “Services” means all metal finishing and related services (including any surface preparation work, inspection and testing procedures) performed by the Company on Parts provided by the Purchaser in accordance with the Contract.

2. General

- i. Any variation of these Conditions must be recorded in writing, giving the clause number of any condition being varied and a full description of the agreed variations, and this record shall be signed on behalf of the Company and the Purchaser.
- ii. The section headings in these Conditions are included for clarity and shall not affect the interpretation of the Conditions.
- iii. Each clause and sub-clause in these Conditions is separate and severable and enforceable accordingly.

- iv. If any individual condition becomes void or unenforceable following changes in the law or a Court decision, that condition shall be deemed as removed from the Conditions and its omission shall not affect the remaining conditions in any way.
- v. The Contract shall not confer any rights upon any person other than the Company and the Purchaser, whether in accordance with the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- vi. Any waiver by the Company of any breach of Contract by the Purchaser shall not be construed as a waiver of any subsequent breach of the same or any other Condition by the Purchaser.
- vii. The remedies available to the Company and the Purchaser under the Contract shall not limit, exclude or in any way affect any other remedies or rights each party may have against the other.
- viii. Any delay or failure by either party to rely on or enforce its rights against the other shall not exclude the party from later relying on or enforcing its rights.
- ix. The Company shall be free to offer or provide similar or identical Services to those included in this Contract to similar or identical Parts provided by third parties which require the same Processing.

3. Conditions & Warranties

- i. The Company shall consider each Order issued by the Purchaser to be an offer by the Purchaser to purchase Services from the Company subject to these Conditions.
- ii. The Company shall only be deemed to have accepted the Purchaser's offer when the Company issues an Order Acknowledgement to the Purchaser. At that point in time the Contract comes into effect.
- iii. The only terms under which the Company will accept an Order or receive Parts for the provision of Services from the Purchaser are these Conditions, unless otherwise expressly agreed in writing by a Director of the Company.
- iv. These Conditions replace all other terms and conditions previously issued by the Company to the Purchaser.
- v. These Conditions apply to the provision of all Services by the Company to the Purchaser, irrespective of whether they were specifically referred to when the Order was placed.
- vi. These Conditions override and replace all other terms and conditions which may have been included by the Purchaser at the time of Quotation or issued by the Purchaser at any other time.
- vii. Delivery of Parts to the Company by the Purchaser or collection of Parts by the Company from the Purchaser shall constitute agreement by the Purchaser to these Conditions.
- viii. The Company and the Purchaser confirm that they consider these Conditions to be fair and reasonable.
- ix. The Company warrants that it will perform its obligations under the Contract with reasonable skill and care and that any materials used in the provision of Services will conform in all material respects with the description provided. This is the only warranty given by the Company in respect of its obligations under the Contract and it will not apply if the Purchaser has failed to meet its obligation to pay for the Services by the due date of the related invoices.
- x. All other warranties, conditions or other terms implied by statute or common law shall be excluded to the fullest extent permitted by law.
- xi. Except in respect of death or personal injury caused by the negligence of the Company, or any liability due to the Company's fraudulent actions, the Company shall not be liable to the Purchaser by reason

of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the Contract, for any consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of, or in connection with, the supply of the Services except as expressly provided in these Conditions.

4. Advertising & Promotional Material

- i. The Company may from time to time publish advertising and promotional material either on its website or in the form of brochures and other written material. Whilst the Company will endeavour to ensure that all such material is as accurate as possible, the Purchaser shall accept that this material is for illustrative purposes only and does not form part of the Contract.
- ii. The Purchaser shall not rely upon details of services contained in the Company's advertising and promotional material (including but not limited to the Company's website) in any way unless these details have been separately confirmed in writing as accurate by the Company.

5. Oral Representations

- i. The Company's employees and/or agents are not authorised to make any oral representations concerning the Services provided by the Company. The Company shall not be liable to the Purchaser in any way for any oral representations relied on, which have not been confirmed in writing by the Company.
- ii. The Purchaser shall not rely upon any advice or recommendation given by the Company's employees and/or agents, which is not confirmed in writing by the Company. The Company shall not be liable to the Purchaser for any such advice which has not been confirmed in writing by the Company.

6. Quotations & Price

- i. All valid Quotations must be made in writing and the Purchaser shall not rely on any estimates or other indications of Price given verbally by any employee or agent of the Company.
- ii. Unless otherwise notified by the Company in writing, all Quotations are valid for a period of 30 days from the date of issue. The Company reserves its right to increase the Price of any Service or Order received after the 30-day period has expired. Any such changes will be notified by Company to the Purchaser before Processing the Parts and the Purchaser shall issue an amended Order to reflect the increase in Price.
- iii. The Price is quoted in Pounds Sterling and excludes Value Added Tax ("VAT") and any other applicable taxes, duties, and charges.
- iv. The Price quoted is subject to a Minimum Order Charge and Minimum Line Charge both of which may vary for the different types of Services offered by the Company and will be indicated at the time of Quotation. The Company shall be entitled to increase the Minimum Order Charge and Minimum Line Charge for any Services from time to time at its sole discretion and the Company shall provide the Purchaser with prior written notification of such increases.
- v. The Price quoted shall relate to the normal lead time offered by the Company for each Part depending on the type of Services being provided by the Company. These normal lead times will be indicated at the time of Quotation. The Company, may at its sole discretion, offer the Purchaser the option to reduce the normal lead times for the Services provided for a specific Order by the payment of an increased Price for the Services. In such circumstances, the Company may offer up to 2 premium rate

services known as Fastrack and Supertrack. The availability and effect on normal lead times applicable to each premium rate service will be indicated at the time of Quotation and the additional charge related to these options shall be:

- Fastrack Services – additional 50% of the Price for normal lead time;
- Supertrack Services – additional 100% of the Price for normal lead time.

It shall be the sole responsibility of the Purchaser to confirm on the Order that a premium rate service is required as appropriate to each of the Parts to be Processed. Where there is no indication of the requirement for Fastrack or Supertrack service, the normal lead times and Price quoted shall apply and the Company shall not be liable in any way for any costs incurred or loss suffered by the Purchaser as a direct or indirect result of the application of the normal lead times to the Order.

- vi. The Price quoted includes the inspection and testing processes required by the specification for the Services being provided but excludes the provision of any specific documentation required by the Purchaser, including without limitation, Certificates of Conformity and/or First Article Inspection Reports. Any additional charges related to the provision of such documentation will be included in the Quotation.
- vii. The Price may be increased to cover any additional costs incurred by the Company caused by any temporary or permanent cessation of Processing resulting from incomplete or inaccurate information provided by the Purchaser. In any event, the Purchaser shall be liable to the Company for any additional costs or loss of profits incurred by the Company caused either directly or indirectly by the Purchaser's failure to provide complete and accurate details of the Parts, Material, Services, and all other related information, including but not limited to specifications, required by the Company to Process the Parts in accordance with the Order.
- viii. Unless confirmed otherwise by the Company in writing, all Prices quoted shall exclude the cost of any return transportation of the Parts to the Purchaser by any third-party carrier, which may be arranged either by the Company or by the Purchaser. Where the Parts are returned to the Purchaser by the Company's own delivery service, the Price quoted shall be deemed to include the cost of the return delivery, however, in such circumstances, the Purchaser remains liable for all costs and risks associated with the delivery.
- ix. The Purchaser shall be liable for any additional costs or expenses borne by the Company due to any variation to the Order made by the Purchaser (and subsequently accepted by the Company) after the original Order has been accepted by the Company.

7. Variation & Cancellation Of Orders

- i. Once the Company has accepted an Order from the Purchaser, the Order may only be varied or cancelled by the Purchaser with the express written agreement of the Company. The Purchaser shall be liable to the Company for any loss (financial or otherwise), charge, expenses or damages incurred by the Company resulting from the cancellation or variation of the Order by the Purchaser.
- ii. The Company may increase the Price quoted for Processing the Parts by giving written notice to the Purchaser at any time prior to delivery of the Parts to the Company or collection of the Parts by the Company.
- iii. The Company is permitted to make any changes to the provision of Services which may be required to conform with changes to any applicable legislation, including without limitation, Health & Safety regulations, Environmental law, and Employment law.

- iv. On receipt of the Parts for Processing, the Company may carry out a brief inspection of a sample of the Parts to ensure that the Parts are in good condition and are suitable for Processing. Based on this inspection, the Company may amend any Quotation for the Services or decline to accept the Parts for Processing, without any further liability to the Purchaser.

8. Suitability Of Materials & Manufacturing Process

- i. The Purchaser shall be responsible to ensure that the Parts are suitable in all respects with the Services to be provided. In particular, the Material used to manufacture the Parts is consistent with the requirements of the drawing and technical specification.
- ii. The Company shall under no circumstances be liable for any breach of the warranty given in 3.ix. above or for any other breach of the Contract or breach of any statutory duty, negligence or other tort, or other matters resulting from the Services, including without limitation, late delivery, loss or damage to the Parts, failure to comply with necessary specifications, failure to match agreed colour or surface finish samples, unless:
- the Purchaser has ensured that the Parts have been manufactured in accordance with the appropriate technical drawings, made from the correct Material and manufactured in a manner that is consistent with and appropriate for the Services to be applied by the Company;
 - the Parts have not been subject to any metal treatment processes by the Purchaser or any other third party prior to delivery to the Company, other than where such a process is required by the engineering drawing and finish specification and has been carried out in accordance with those requirements and full details of the processes have been provided to the Company in advance of the Services being carried out.
- iii. The Company may, at its sole discretion, cease Processing the Parts if at any stage during the Processing, the Company considers that the Parts are not suitable for the Services. The Company will notify the Purchaser of its decision as soon as reasonably possible, and the Purchaser will be liable to the Company for any charges relating to the provision of the Services completed up to the time of cessation of Processing. Such charges will be invoiced to the Purchaser and will be payable in accordance with Section 15 of these Conditions.
- iv. The Purchaser shall collect the Parts at its expense within 5 working days of notification by the Company that the Processing has been curtailed unless agreed otherwise in writing by the Company.
- v. The Company shall be in no way liable to the Purchaser where Processing is curtailed due to the unsuitability of the Parts or Material for Processing.

9. Ownership Of Parts, Jigs & Tooling

- i. The Purchaser warrants that it is either the legal owner of the Parts to be processed by the Company or that the Purchaser has the express authority of the owner of the Parts to arrange for the Services to be provided to the Parts.
- ii. The Company may purchase specialist jigs or tooling required to fulfil its obligations under the Contract and in certain cases, the Company may charge all or part of the cost of such jigs or tooling to the Purchaser. In all cases the Company shall retain legal ownership of the jigs or tooling, together with the associated intellectual property rights relating to the design, drawings and specification of the jigs and tooling.

10. Delivery & Transportation Of Parts

- i. The Company operates a fleet of vans and offers a delivery and collection service to certain locations (which may be varied from time to time by the Company) in the United Kingdom. Notwithstanding the provision of this service, all Services provided by the Company are on an Ex-Works basis. The Purchaser is liable for all costs and risks associated with the delivery of Parts to the Company and collection of Parts from the Company in all cases, including any arrangements to load/unload Parts to/from the Company's van at the Purchaser's premises.
- ii. Where the return of Parts to the Purchaser is not being provided by the Company's own delivery fleet, then the Company will notify the Purchaser that the Parts are ready for collection and the Purchaser shall arrange for the parts to be collected within 5 working days of this notification. If the Parts are not collected within this period, then the Company is entitled, without prejudice to any other right or remedy, to arrange delivery of the Parts to the Purchaser (at the Purchaser's expense and risk) and/or store the Parts at the Company's premises and charge the Purchaser for the cost of storage (including insurance if applicable). If the Parts remain at the Company's premises more than 90 days after notification has been given to the Purchaser, then the Company may arrange for the parts to be disposed of or destroyed at the Purchaser's expense and risk.
- iii. Where the Company engages a third- party carrier to deliver the Parts to the Purchaser, this delivery shall be at the Purchaser's expense and risk. Neither the Company nor the third-party carrier shall be liable for any loss or damage to Parts in transit however caused.
- iv. The Purchaser is responsible for the provision of adequate packaging to protect Parts in transit to/from the Company's premises. Protection should be provided against all foreseeable risks including without limitation, damage through impact with other Parts or caused by being dropped. The Company will take all reasonable steps to ensure that the Purchaser's packaging materials are returned to the Purchaser, but the Company shall not accept any liability for any packaging materials not returned to the Purchaser.
- v. No dangerous items may be sent by the Purchaser without the prior written consent of the Company. Any such items may, upon being discovered, be destroyed, or sold or otherwise disposed of as the Company deems appropriate and the balance of any monies realised by such sale after paying the costs thereof, and incidental thereto, shall be reimbursed to the Purchaser.

11. Inherent Risks Involved In The Provision Of Services

The nature of the physical and chemical processes used in the provision of Services carries a significant inherent risk to the integrity of the Parts, such as possible distortion of the Parts caused by the tensioning required to hold the Parts during processing (particularly around jigg contact points & threaded holes), failure of masking products during processing, the action of strong acids and alkalis on the metal surface, the application of high voltage electrical current to the Parts causing damage due to arcing. The Purchaser acknowledges and accepts this level of risk when sending the Parts to the Company for Processing.

12. Processing Of Parts

- i. Any dates quoted for the completion of the Contract are approximations only and start from the later of the date of receipt of the Parts by the Company and the date on which the Company has received from the Purchaser all necessary information required for the Processing of the Parts. The Company shall not be liable for any expenses or loss incurred by the Purchaser as a direct or indirect result of any delay in delivery of Parts howsoever caused (including negligence of the Company). Time of delivery shall not be of the essence unless previously agreed by the Company in writing.

- ii. The Parts may be delivered by the Company in advance of the previously quoted delivery date upon giving reasonable notice to the Purchaser.
- iii. The Company shall not be required to complete the Processing of Parts in the sequence in which the related Orders were received.
- iv. Where the Parts are required to be collected or delivered in instalments, each delivery shall constitute a separate Contract. Any failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim made by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the whole Contract as repudiated.
- v. The Purchaser shall have no right to reject the Services or rescind the Contract for late delivery unless the due date for delivery has passed and the Purchaser has given the Company notice in writing of the requirement to complete the Contract within a period of at least 14 days and that period has passed.
- vi. Any inspection or testing procedures required by the specification under which the Parts have been processed will be performed by the Company on a representative sample only and not on every Part which has been processed. The Purchaser is responsible for the provision of any additional test samples required for the Company to perform such testing without causing damage to the Parts which have been Processed.
- vii. The Company will not carry out, or arrange to be carried out by any third-party, any further testing procedures unless detailed in the Order Acknowledgement and the cost of any such additional testing will be charged to the Purchaser as a separate Service.
- viii. Company shall not be liable for any cost, loss of profit or goodwill, consequential loss of any kind suffered by the Purchaser or any other third party, howsoever caused (including negligence of the Company) due to any infringement of copyright, trademark, patent, or similar mark of any kind related to the Parts.

13. Colour & Surface Finish Matching

As a result of the significant variations that exist in the chemical make-up of Materials, methods of manufacture and the Processing specifications that the Company works to, the Company shall have no obligation to ensure that Parts are an exact colour or finish match with other Parts in an individual batch, previously processed batches of the same Part, or with samples provided by the Purchaser. If the Purchaser has provided a sample of the colour or finish required, the Purchaser shall accept as compliant with the Contract any Parts which would be reasonably acceptable as a match in accordance with commercial standards applied in the metal finishing industry at the date of Processing.

14. Sub-contracting

Unless specifically excluded by the Purchaser in writing before the Contract was made, the Company is entitled to sub-contract, assign, or transfer any part of the Services to a third-party. The Company may also store any of the Parts at a location different from the Company's premises at any time.

15. Invoicing & Payment

- i. The Company may invoice the Purchaser at any time after completion of Processing, notwithstanding that the Purchaser has been notified of completion of Processing and that the Parts are ready for collection by the Purchaser.
- ii. The Purchaser shall pay each invoice without set off or deduction within 30 days of the last day of the month in which the invoice was issued.

- iii. The Company shall be entitled to suspend any Services being undertaken for the Purchaser under any contract or postpone delivery/collection of any Parts which have been Processed, if the balance of unpaid invoices charged to the Purchaser's account exceeds the credit limit set by the Company, irrespective of whether payment is overdue and/or the Purchaser has been notified. If Services are suspended and/or delivery/collection is postponed, the Purchaser shall immediately pay the amount required by the Company to bring the account balance within the agreed credit limit and indemnify the Company against any costs, losses or damages incurred as a result of the suspension of Services and/or postponement of delivery/collection.
- iv. Payment must be made by the Purchaser in Pounds Sterling and the Purchaser is liable for any foreign exchange rate fluctuations or bank charges applicable to their chosen method of payment.
- v. If the Purchaser fails to make payment of any invoice by its due date, then the Company shall, without prejudice to any other right or remedy available to the Company, be entitled to:
 - cancel the Contract and/or any other current contract with the Purchaser;
 - cease processing of any other work for the Purchaser;
 - suspend the delivery of any Parts to the Purchaser;
 - interest (both before and after any judgment) on the unpaid amount at a rate of 3% per annum above the prevailing National Westminster Bank plc base rate, until full payment is made.
- vi. If a Contract is terminated for any reason, then all amounts due to the Company in accordance with that Contract shall become due immediately.

16. Shortfalls & Defects

- i. Any claim by the Purchaser which is based on any shortfall in the number of Parts returned to the Purchaser after Processing, any damage to the Parts during Processing, any defect in the quality of the Services provided, or the failure of the Services to correspond with specification shall (whether or not return of the treated items is refused by the Purchaser) be notified to the Company within 14 days from the date of return, or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the shortfall, damage, defect or failure up to a maximum period of 6 months after the date of return.
- ii. If return is not refused by the Purchaser, and the Purchaser does not notify the Company accordingly, the Purchaser shall not be entitled to reject the Services and the Company shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the Price as if the Services had been provided in accordance with the Contract.
- iii. The Company shall not be liable for the cost of any shortfall, damage, defect, or failure of the Parts where the Parts have been either incorrectly stored, used or modified in any way, or subjected to any further processing by the Purchaser or any other party prior to the Company being allowed access to further inspect the Parts after being notified of the alleged defect.
- iv. The Purchaser shall allow the Company reasonable time to inspect the defective Parts and, where reasonably requested by the Company, arrange for return of the Parts to the Company's premises for further inspection at the Purchaser's expense.
- v. Where any valid claim in respect of any of the Services which is based on any defect in the quality of the Services, or their failure to meet specification, is notified to the Company in accordance with

these Conditions, the Company shall be entitled to re-execute the Services free of charge or, at the sole discretion of the Company to the Purchaser, at the Price for the Services.

17. Limitation Of Liability

In many cases, there is a large difference between the value of Parts being processed by the Company and the Price charged for the Services being provided by the Company. In addition, as noted in Section 11 above, there are significant inherent risks associated with the Processing performed by the Company, which can neither be reduced substantially by reasonable actions of the Company nor insured against. Therefore, unless otherwise agreed by the Company in writing, the Company's liability for loss of, or damage to, the Parts owned by the Purchaser or in respect of failure to properly perform any Service, or any other obligation arising from the Contract is limited to an amount equal to the Price for the Services supplied to that Part exclusive of VAT.

18. Purchaser's Indemnity

The Purchaser shall indemnify the Company, at all times, in full, from and against all costs and liabilities incurred, losses and consequential losses sustained, claims awarded, damages and injuries suffered by the Company as a direct or indirect result of or related to any claim:

- arising from any breach of these Conditions by the Purchaser;
- arising from any act or omission of the Purchaser or anyone acting on the Purchaser's behalf in connection with the delivery and/or collection of the Parts;
- made against the Company by any third party connected with or resulting from the provision of Services by the Company;
- made against the Company in connection with any infringement of intellectual property rights (including without limitation patents, copyrights, trademarks) related to the Parts or any engineering drawings or technical specification provided to the Company by the Purchaser;
- any other claim whatsoever against the Company, its employees or agents relating in any way to the Parts.

19. Insurance

- i. The Purchaser shall be liable for the entire insurance risk of the Parts, at all times, while the Parts are at the Company's premises and the Purchaser remains responsible for arranging and paying for suitable insurance cover while the Parts at the Company's premises.
- ii. The Company shall maintain adequate insurance cover in respect of public liability related to the Services undertaken in accordance with this Contract. The Company will make available to the Purchaser details of the insurance cover maintained if the Purchaser requests this information in writing.

20. Processing Confidential Data & GDPR

- i. All engineering drawings, technical specifications and other technical data provided to the Company by the Purchaser will be treated as confidential and will be processed in accordance with the Company's Data Protection Policy. Any personal data provided by the Purchaser to the Company will be processed in accordance with the Company's Privacy Notice for customers and suppliers.
- ii. All technical data and specifications relating to Services offered by the Company which are issued to the Purchaser shall be treated in strictest confidence and shall not be shared by the Purchaser with

third parties without the Company's prior written consent. Such data and specifications shall only be used by the Purchaser for the furtherance of matters related to the Contract.

21. Lien

The Company shall have a general lien over all Parts and other property owned by the Purchaser in the Company's possession in respect of any amounts owed by the Purchaser to the Company. The Company shall be entitled to dispose of such Parts and property after issue and expiry of a 14-day written notification to the Purchaser. All proceeds of the disposal (less any costs associated with the disposal) may then be allocated against the amount owed by the Purchaser.

22. Termination Of Contract

- i. The Purchaser shall only be entitled to terminate the Contract for a material breach by the Company.
- ii. The Company may terminate the contract immediately by notifying the Purchaser, without prejudice to any other rights or remedies, in the following circumstances:
 - The Purchaser is overdue with any payment due to the Company under this or any other contract;
 - The Purchaser is in breach of any contract with the Company which is unable to be remedied within a period of 14 days;
 - The Purchaser has persistently breached any conditions of this or any other contract with the Company;
 - The Company has notified the Purchaser of a breach of any contract with the Company and the Purchaser has failed to remedy within a period of 14 days from notification;
 - The Purchaser ceases trading or threatens to cease trading or initiates any process to enter into any formal or informal financial arrangement with its creditors;
 - The Purchaser notifies the Company of its intention to enter either voluntarily or compulsorily into Administration, Administrative Receivership, Receivership, Liquidation, or any other bankruptcy arrangement whether in accordance with the Insolvency Act 1986 or not, or the Company considers that it is likely that the Purchaser will take such action;
 - Any threat of dissolution or winding up is made against the Purchaser by any party, including but not limited to the Registrar of Companies, HM Revenue & Customs;
 - The Purchaser places any financial charge over any Parts which have been Processed by the Company but have not been paid for.
- iii. The Company may, without prejudice to any other rights or remedies including termination of the Contract, suspend any current Services being undertaken for the Purchaser under the Contract or any other contract with the Purchaser, and/or cancel the delivery or collection of any completed Parts to/by the Purchaser under the Contract or any other contract with the Purchaser, if any of events included in Clause 22.ii. occur.
- iv. If the Contract is terminated under Clause 22.ii. above and/or Services are suspended and/or delivery/collection is cancelled in accordance with 22.iii. above, the Purchaser shall immediately pay the Company in full for all unpaid invoices related to Services provided up to the date of termination of the Contract or suspension of Services and/or cancellation of delivery/collection. The Purchaser shall also indemnify the Company against all costs, losses or damages incurred by the Company as a

direct or indirect result of the Contract termination and/or suspension of Services and/or cancellation of delivery/collection, including without limitation any cost of labour, materials any tooling incurred in Processing the Parts up to the point of Contract termination and/or suspension of Services and/or cancellation of delivery/collection.

23. Force Majeure

- i. The Company shall not be liable for any failure to perform the Services or any other obligation under the Contract if the Company is prevented and/or delayed in its performance by any reason outside the Company's reasonable direct control. Examples of such events include, but not limited to, Government decisions and/or actions, Local Authority decisions and/or actions, Acts of God, pandemics and epidemics, wars or the threat of war, severe weather conditions, damage to the Company's premises caused by fire, flood or explosion, acts of terrorism, significant materials shortages, disruption to public transport, utilities or communication systems, industrial action and strikes, police incidents or accidents, other factors prohibiting access to the Company's premises.
- ii. Under the circumstances detailed in Clause 23.i. above, the Company shall have the absolute discretion to curtail its performance of obligations partially or totally under the Contract throughout the period of the imposed restrictions. The Company shall also be entitled to allocate any available capacity to provide Services to individual Purchasers in any way that the Company deems appropriate without incurring any liability to an individual Purchaser. The Company shall not be liable to the Purchaser for any costs or loss of earnings resulting directly or indirectly from these events.
- iii. Where the delay to Services due to circumstances outside the Company's direct control exceeds a period of 4 weeks, the Contract may be terminated by written notice of either party. Such a termination shall not affect the Company's rights to require the Purchaser to collect Parts from the Company's premises and pay for Services which have already been performed.

24. Assignment

The Purchaser shall not transfer or assign any of its rights or obligations under this Contract to any other party without the prior written consent of the Company.

25. Notices

Any notice required to be sent by either party to the Contract to the other shall be sent in writing either by mail to the registered office address of either the Company or the Purchaser or by email to an email address provided by either party for this purpose.

26. Law

These Conditions are subject to English Law and the Purchaser consents to the exclusive jurisdiction of the English Courts in all matters regarding the Services.

I confirm our agreement to these terms and conditions for the provision of metal finishing services by the Company.

For & on behalf of: (Purchaser)



Signed:

Print name:

Date: