

TERMS AND CONDITIONS OF BUSINESS

The Customer's attention is particularly drawn to the provisions of clause 12.

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

"**Business Day**" a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;
 "Collection Location" has the meaning set out in clause 4.3;
 "Commencement Date" has the meaning set out in clause 2.2;
 "Conditions" these terms and conditions as amended from time to time in accordance with clause 15.15;
 "Contract" the contract between GMC and the Customer for the supply of Goods and/or Services in accordance with these Conditions;
 "Customer" the person, company or firm who purchases the Goods and/or Services from GMC;
 "Day Works Sheet" where applicable, the day sheets completed from time to time by GMC in respect of the Goods and Services setting out the relevant plant materials, personnel and travel charges (and any other applicable charges) and specification of Goods and/or Services, such charges to be calculated by reference to the Rates Sheet unless otherwise agreed between the parties from time to time;
 "Delivery Location" has the meaning set out in clause 4.2; "Force Majeure Event" has the meaning given to it in clause 15.1;
 "GMC" GMC Fabrication Services Limited registered in England and Wales with company number 07144184 whose registered office is at Dw&Co, 11 South Hawksworth Street, Ilkley, LS29 9DX;
 "GMC Materials" has the meaning set out in clause 8.1.7;
 "Goods" the goods (or any part of them) including any Automation Goods (being automation equipment or parts) set out in the Order or as otherwise agreed in writing between the parties including any goods set out in any Instruction Sheet or Day Works Sheet;
 "Goods Specification" any specification for the Goods, including all relevant plans or drawings agreed in writing by the Customer and GMC, and for the avoidance of doubt, any specification for the Goods shall include all specifications as set out in any Day Works Sheet or Instruction Sheet, where applicable;
 "Intellectual Property Rights" all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, 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;
 "Instruction Sheet" where applicable, the confirmation of verbal instructions sheet issued by GMC from time to time setting out any additional or extra Goods and/or Services to be provided by GMC which are not already set out in the Quotation or any amendments or variations to the Quotation;
 "Order" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of GMC's quotation, as the case may be;
 "Rates Sheet" GMC's published rate sheet issued from time to time;
 "Services" the services, supplied by GMC to the Customer as set out in the Service Specification;
 "Service Specification" the description or specification for the Services provided in writing by GMC to the Customer and for the avoidance of doubt any such description or specification shall include those set out in any Day Works Sheet or Instruction Sheet, where applicable.

1.2 In these Conditions, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 1.2.5 a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
 2.2 The Order shall only be deemed to be accepted when GMC issues written acceptance of the Order (or where applicable, the Instruction Sheet) at which point and on which date the Contract shall come into existence ("Commencement Date").
 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of GMC which is not set out in the Contract.
 2.4 Any samples, drawings, descriptive matter or advertising issued by GMC and any descriptions of the Goods or illustrations or descriptions of the Services contained in GMC's catalogues, brochures or website 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 or have any contractual force and this is not a sale by sample.
 2.5 Unless otherwise agreed in writing by GMC, these Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
 2.6 Any quotation given by GMC ("Quotation") shall not constitute an offer, and is only valid for a period of 30 days from its date of issue, unless stated otherwise. Quotations may be withdrawn by GMC by giving notice in writing to the Customer of the withdrawal.
 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

- 3.1 The Goods are described in the Goods Specification as modified by any Instruction Sheet or Day Works Sheet, or as otherwise agreed between the parties in writing from time to time.
 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify GMC 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 and other reasonable professional costs and expenses) suffered or incurred by GMC in connection with any claim made against GMC for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with GMC's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
 3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

- 4.1 Where applicable, the Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows all relevant Customer and Supplier reference numbers, the type and quantity of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
 4.2 Unless a specific location for delivery is set out in the Order or otherwise agreed in writing between the parties ("Delivery Location"), GMC shall deliver the Goods to the Customer's premises at any time after GMC notifies the Customer that the Goods are ready.
 4.3 Where the goods are to be collected by the Customer, the Customer shall collect the Goods from GMC's premises at Unit 13 Tanshelf Industrial Estate, Colonels Walk, Pontefract, WF8 4PJ or such other location as may be advised by GMC before delivery ("Collection Location") within five Business Days of GMC notifying the Customer that the Goods are ready.
 4.4 Where the Goods are to be delivered by GMC, delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location ("Delivery") or upon the collection of the Goods by the Customer pursuant to clause 4.3 ("Collection") as the case may be.
 4.5 Any dates quoted for delivery or collection of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery or collection of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide GMC with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
 4.6 If GMC fails to deliver the Goods (or have the Goods ready for collection), its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide GMC with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.7 If the Customer fails to accept or take delivery of the Goods (including any failure to collect) within 21 days of GMC notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by GMC's failure to comply with its obligations under the Contract in respect of the Goods:

4.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the twenty second day following the day on which GMC notified the Customer that the Goods were ready ("Deemed Delivery"); and
 4.7.2 GMC shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.8 If 21 days after GMC notified the Customer that the Goods were ready for delivery (or collection as the case may be) the Customer has not accepted or taken collection of them, GMC may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
 4.9 The Supplier 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 the Customer to cancel any other instalment.

5. WARRANTY

5.1 GMC warrants that on delivery, and for a period of 12 months from the date of delivery ("**Warranty Period**"), any Goods supplied and installed by GMC shall:
 5.1.1 conform in all material respects with their description;
 5.1.2 be free from material defects in design, material and workmanship;
 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 5.1.4 be fit for any purpose held out by GMC.

5.2 Subject to clause 5.3, if:

- 5.2.1 the Customer gives 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 5.1;
 5.2.2 GMC is given a reasonable opportunity of examining such Goods; and
 5.2.3 the Customer (if asked to do so by GMC) returns such Goods to GMC's place of business at the Supplier's cost,
 GMC shall, at its option, repair or replace the defective Goods (being parts or materials only), or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 5.3.2 the defect arises because the Customer failed to follow GMC's oral or written instructions (including any instructions set out in an operational manual given to the Customer) as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 5.3.3 the defect arises as a result of GMC following any drawing, design or Goods Specification supplied by the Customer;
 5.3.4 the Customer alters or repairs such Goods without the written consent of GMC;
 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 5.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Where GMC repairs or replaces the defective Goods and subsequently and reasonably determines (whether relying on manufacturer's advice or otherwise) such defect is due to the occurrence of any event set out in clause 5.3 above, GMC reserves the right to charge the Customer in full for the repaired or replacement Goods, such sum being a sum due by the Customer under the Contract.

5.5 GMC shall not be liable for any labour costs (including without limitation the cost of removing or reinstalling any replacement or defective Goods or parts) under this clause 5 and GMC reserves the right to charge the Customer for any reasonable labour costs incurred under this clause 5, such costs being a sum due by the Customer under the Contract.

5.6 Except as provided in this clause 5, GMC shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.7 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by GMC under clause 5.2.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of Delivery, Collection (or Deemed Delivery as the case may be), whichever occurs earlier.

6.2 Title to the Goods shall not pass to the Customer until GMC has received payment in full (in cash or cleared funds) for:

- 6.2.1 the Goods (and where applicable, the Services); and
 6.2.2 any other goods that GMC has supplied to the Customer.

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

- 6.3.1 hold the Goods on a fiduciary basis as GMC's bailee;
 6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as GMC's property;
 6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on GMC's behalf from the date of Delivery (or Collection as the case may be);
 6.3.5 notify GMC immediately if it becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.12; and
 6.3.6 give GMC such information relating to the Goods as GMC may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 During the time that title to the Goods remains vested in GMC, if the Customer sells any of the Goods such sale shall be a sale of GMC's property on the Customer's own behalf and the Customer shall deal as principal when making the sale and shall hold all the proceeds of sale as trustee for GMC until payment of the amounts due to GMC from the Customer have been made.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.12, or GMC reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy GMC may have, GMC may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

- 7.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
 7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services as agreed in writing between the parties, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
 7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and GMC shall notify the Customer in any such event.
 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
 8.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 8.1.2 co-operate with GMC in all matters relating to the Services;
 8.1.3 provide GMC, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by GMC to provide the Services;
 8.1.4 provide GMC with such information and materials as GMC may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 8.1.5 prepare the Customer's premises for the supply of the Services including where necessary or as otherwise agreed between the parties in writing the provision of pads for the affixation of Goods and any other goods, parts or materials and an uninterrupted supply of electricity to connect any Automation Goods;
 8.1.6 obtain and maintain all necessary licences, permissions, permits and consents which may be required for the Services (or any relevant personnel to perform the Services) before the date on which the Services are to start; and
 8.1.7 keep and maintain all materials, equipment, documents and other property of GMC ("**GMC Materials**") at the Customer's premises in safe custody at its own risk, maintain GMC Materials in good condition until returned to GMC, and not dispose of or use GMC Materials other than in accordance with GMC's written instructions or authorisation.

8.2 If GMC's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

- 8.2.1 GMC shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays GMC's performance of any of its obligations;
 8.2.2 GMC shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or

indirectly from GMC's failure or delay to perform any of its obligations as set out in this clause 8.2; and
8.2.3 The Customer shall reimburse GMC on written demand for any costs or losses sustained or incurred by GMC arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

9.1 Unless otherwise agreed in writing by GMC, the price for Goods shall be the price set out in the Order (or where applicable, the Day Works Sheet). The price of the Goods is inclusive of all costs and charges of packaging, insurance, transport of the Goods.

9.2 Unless a fixed price is previously agreed in writing by GMC, the charges for Services and any additional work, plant, materials or labour required as set out in the Day Works Sheets or otherwise shall be on a time and materials basis and shall be calculated in accordance with GMC's standard rates, as set out in the published Rates Sheet as at the date of Delivery.

9.3 GMC's standard hourly fee rates for each individual set out in the Rates Sheet are calculated on the basis that any work carried out by such individual is to be carried out between the hours of 8.00am to 4.30pm and worked on a Business Day.

9.4 GMC shall be entitled to charge an overtime rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.3, such charges to be agreed in writing between the parties from time to time.

9.5 GMC shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom GMC engages in connection with the Services including, but not limited to, travelling expenses, accommodation costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by GMC for the performance of the Services, and for the cost of any materials as set out in the Rates Sheet or as otherwise agreed in writing by GMC.

9.6 Where no fixed price has been agreed between the parties in writing, the Supplier reserves the right to increase its standard rates (as set out in the Rates Sheet) in respect of the charges for the Services and any additional or extra goods, materials, plant, parts, personnel or travel charges, provided that such charges cannot be increased more than 20% during the Contract. The Supplier will give the Customer written notice of any such increase 14 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify GMC in writing within 7 days of the date of GMC's notice and GMC shall have the right without limiting its other rights or remedies to terminate the Contract by giving 7 days written notice to the Customer.

9.7 GMC reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to GMC that is due to:

9.7.1 any factor beyond the control of GMC (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

9.7.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

9.7.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give GMC adequate or accurate information or instructions in respect of the Goods.

9.8 In respect of Goods, GMC shall invoice the Customer on or at any time after completion of Delivery or completion of the Services, if applicable. Where GMC has agreed to provide the Goods and Services to the Customer in the course of or as part of an ongoing project (including but not limited to any construction or similar projects), GMC shall invoice the Customer for the Goods and/or Services provided in instalments (in arrears), the timing of such instalments to be agreed between the parties in writing from time to time.

9.9 The Customer shall pay each invoice submitted by GMC:

9.9.1 within 30 days of the date of the invoice; and

9.9.2 in full and in cleared funds to a bank account nominated in writing by GMC, and time for payment shall be of the essence of the Contract.

9.10 Notwithstanding clauses 9.8 and 9.9, GMC shall require any Customer placing an Order for the first time to pay 50% of the price at the time of the Order, an additional 30% of the price upon delivery and the remaining 20% of the price upon completion of the Services.

9.11 GMC may open an account for any Customer subject to that Customer making three separate payments and passing a credit check/review.

9.12 All amounts payable by the Customer 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 GMC to the Customer, the Customer shall, on receipt of a valid VAT invoice from GMC, pay to GMC 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.

9.13 Without limiting any other right or remedy of GMC, if the Customer fails to make any payment due to GMC under the Contract by the due date for payment ("Due Date"), GMC shall have the right to charge interest on the overdue amount at the rate of 3% per annum above the then current Santander UK plc base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

9.14 Notwithstanding clause 9.11, GMC reserves the right to claim interest on any overdue sums under the Late Payment of Commercial Debts (Interest) Act 1998.

9.15 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against GMC in order to justify withholding payment of any such amount in whole or in part.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services shall be owned by GMC.

10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on GMC obtaining a written licence from the relevant licensor on such terms as will entitle GMC to license such rights to the Customer.

10.3 All GMC Materials are the exclusive property of GMC.

11. CONFIDENTIALITY

A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.

12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in these Conditions shall limit or exclude GMC's liability for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

12.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

12.1.5 defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1 and any warranty given by GMC pursuant to clause 5:

12.2.1 GMC shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

12.2.2 GMC's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sums paid by the Customer under the Contract.

12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

13.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing of the breach;

13.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the

meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

13.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

13.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

13.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;

13.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

13.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

13.1.8 a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

13.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

13.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.2 to clause 13.1.9 (inclusive);

13.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

13.1.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.2 Without limiting its other rights or remedies, GMC may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.3 Without limiting its other rights or remedies, GMC shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and GMC if:

13.3.1 the Customer fails to make any amount due under this Contract on the due date for payment; or

13.3.2 the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.12, or GMC reasonably believes that the Customer is about to become subject to any of them.

14. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

14.1 the Customer shall immediately pay to GMC all of GMC's outstanding unpaid invoices and interest and, in respect of the Goods and Services supplied but for which no invoice has yet been submitted (including without limitation any additional charges set out in the Instruction Sheet or the Day Works Sheet, where applicable), GMC shall submit an invoice, which shall be payable by the Customer immediately on receipt;

14.2 the Customer shall return all of GMC Materials. If the Customer fails to do so, then GMC 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 this Contract;

14.3 the accrued rights and remedies of the parties as at termination shall not be affected, 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; and

14.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. GENERAL

15.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of GMC including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, severe adverse weather conditions, war, riot, civil commotion, pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default or delay of suppliers or subcontractors.

15.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

15.3 If the Force Majeure Event prevents GMC from providing any of the Services and/or Goods for more than 3 months, GMC shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15.4 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

15.5 The Customer shall not, without the prior written consent of GMC, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.6 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by first-class post or recorded delivery to its registered office (if a company) or (in any other case) its principal place of business (Unit 13 Tanshelf Industrial Estate, Colonels Walk, Pontefract, WF8 4PJ in respect of GMC), or sent by fax to the other party's main fax number (01977 701577 in respect of GMC), or by email to the email address notified in writing to the other party (admin@gmcfabservices.co.uk in respect of GMC).

15.7 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if sent by fax or email, on the next Business Day after transmission.

15.8 This clause 15.8 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

15.9 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by GMC in exercising any right or remedy it has under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.10 Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.

15.11 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.12 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.13 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.14 A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.15 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by GMC.

15.16 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.