

RUTLAND PLASTICS LIMITED
TERMS AND CONDITIONS OF SALE

The Customer's attention is particularly drawn to the provisions of clause 14.

1 Interpretation

- 1.1** Definitions. 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.
- 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 17.8.
- Contract:** the contract between Rutland Plastics and the Customer for the supply of Goods and/or Services in accordance with these Conditions (including the terms of any quotation that is accepted by Rutland Plastics).
- Customer:** the person or firm who purchases the Goods and/or Services from Rutland Plastics.
- Deliverables:** the deliverables set out in the Order.
- Delivery Location:** has the meaning set out in clause 4.1.
- Embodiment Parts:** all inserts and assembly parts in respect of Goods.
- Force Majeure Event:** has the meaning given to it in clause 17.1.1.
- Goods:** the goods (or any part of them) set out in the Order.
- Goods Specification:** any specification for the Goods, including any relevant plans or drawings, that is provided by the Customer and agreed in writing by the Customer and Rutland Plastics.
- Intellectual Property Rights:** all patents, rights to inventions, copyright and related rights, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, moral rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- Order:** 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 Rutland Plastics' quotation, or overleaf, as the case may be.
- Rutland Plastics:** Rutland Plastics Limited registered in England and Wales with company number 00560131.
- Services:** the design services, including the Deliverables (if any), supplied by Rutland Plastics to the Customer as set out in the Service Specification.
- Service Specification:** the description or specification for the Services provided in writing by Rutland Plastics to the Customer.

- 1.2** Construction. 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 Rutland Plastics issues written acceptance of the Order 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 Rutland Plastics which is not set out in the Contract.
- 2.4** Any samples, drawings, descriptive matter or advertising issued by Rutland Plastics and any descriptions of the Goods or illustrations or descriptions of the Services contained in Rutland Plastics' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5** 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. Where there is any inconsistency between any special terms agreed between the parties as part of any Order then the terms of the Order shall prevail over these Conditions.
- 2.6** Any quotation given by Rutland Plastics shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

- 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.
- 3.2** The Customer shall indemnify Rutland Plastics 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 professional costs and expenses) suffered or incurred by Rutland Plastics in connection with any claim made against Rutland Plastics for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Rutland Plastics' use of the Goods Specification.
- 3.3** The Customer understands and agrees that it shall at all times be solely responsible for:
- 3.3.1** ensuring that the Goods are safe for the use which they are intended;
- 3.3.2** obtaining at its own expense all licences, permits and consents necessary for the use of the Goods by the Customer and its customers and end users; and
- 3.3.3** ensuring that the Goods comply with all applicable laws, enactments, regulations and other similar instruments.
- 3.4** The Customer shall indemnify Rutland Plastics 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 professional costs and expenses) suffered or incurred by Rutland Plastics in connection with any claim made against Rutland Plastics in respect of the matters covered by clause 3.3, including any product liability claim.
- 3.5** This clause 3 shall survive termination of the Contract.
- 4 Delivery of Goods**
- 4.1** Rutland Plastics shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).
- 4.2** Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.3** Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Rutland Plastics shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Rutland Plastics with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4** If Rutland Plastics fails to deliver the Goods, 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. Rutland Plastics 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 Rutland Plastics with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.5** If the Customer fails to accept or take delivery of the Goods, then except where such failure or delay is caused by a Force Majeure Event or by Rutland Plastics' failure to comply with its obligations under the Contract in respect of the Goods:
- 4.5.1** Rutland Plastics shall notify the Customer that Rutland Plastics has not been able to successfully deliver the Goods;
- 4.5.2** delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which Rutland Plastics notified the Customer in accordance with clause 4.5.1 above; and
- 4.5.3** Rutland Plastics shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6** If five Business Days after Rutland Plastics notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, Rutland Plastics 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.
- 4.7** The Customer shall not be entitled to reject the Goods if Rutland Plastics delivers up to and including 10 per cent more or less than the quantity of Goods ordered.
- 4.8** Rutland Plastics 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 Quality of Goods**
- 5.1** Rutland Plastics warrants that on delivery the Goods shall:
- 5.1.1** conform in all material respects with the Goods Specification; and
- 5.1.2** be free from material defects in design, material and workmanship.
- 5.2** Subject to clause 5.3, if:

- 5.2.1** the Customer gives notice in writing within one month from the date of delivery of the Goods that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2** Rutland Plastics is given a reasonable opportunity of examining such Goods; and
- 5.2.3** the Customer (if asked to do so by Rutland Plastics) returns such Goods to Rutland Plastics' place of business at the Customer's cost,
- Rutland Plastics shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3** Rutland Plastics 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 Rutland Plastics' oral or written instructions 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 Rutland Plastics following any drawing, plan, design, information, sample or Goods Specification supplied by the Customer;
- 5.3.4** the Customer alters or repairs such Goods without the written consent of Rutland Plastics;
- 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 defect arises as a result of any failure of or delay by the Customer in supplying any information required by Rutland Plastics;
- 5.3.7** the defect arises as a result of any materials used in the manufacture of the Goods and supplied by the Customer proving to be defective in any respect;
- 5.3.8** it relates to a matter that is within the Customer's responsibility, including as set out in clause 3.
- 5.4** Except as provided in this clause 5, Rutland Plastics shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5** The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Rutland Plastics under clause 5.2.
- 6 Title and risk**
- 6.1** The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2** Title to the Goods and Intellectual Property Rights in Goods made to a Goods Specification shall not pass to the Customer until Rutland Plastics has received payment in full (in cash or cleared funds) for:
- 6.2.1** the Goods; and
- 6.2.2** any other goods that Rutland Plastics 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 Rutland Plastics' bailee;
- 6.3.2** store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Rutland Plastics' 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 Rutland Plastics' behalf from the date of delivery;
- 6.3.5** notify Rutland Plastics immediately if it becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.4; and
- 6.3.6** give Rutland Plastics such information relating to the Goods as Rutland Plastics may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
- 6.4** If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.4, or Rutland Plastics 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 Rutland Plastics may have, Rutland Plastics 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.
- 6.5** Once payment in full has been received by Rutland Plastics, it agrees to transfer ownership of all Intellectual Property Rights in Goods and the Deliverables pursuant to clause 12 and shall do all things reasonably necessary (at the Customer's cost) to transfer such ownership to the Customer.
- 7 Colour, inserts and assembly parts**
- 7.1** The colour of the Goods shall be subject to reasonable variations and, as such, the exact colour of the Goods cannot be guaranteed.
- 7.2** If Embodiment Parts are to be provided to Rutland Plastics by the Customer for use in respect of Goods the Customer undertakes that:
- 7.2.1** the Customer will deliver to Rutland Plastics (at its own cost) such number of Embodiment Parts as may be required by Rutland Plastics from time to time, at such times as required by Rutland Plastics from time to time;
- 7.2.2** all Embodiment Parts shall be of suitable quality and fit for the purposes for which they will be put and shall comply with all dimensions and tolerances as stipulated by Rutland Plastics from time to time.
- 8 Supply of Services**
- 8.1** Rutland Plastics shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 8.2** Rutland Plastics shall use all reasonable endeavours to meet any performance dates for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3** Rutland Plastics 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 Rutland Plastics shall notify the Customer in any such event.
- 8.4** Rutland Plastics warrants to the Customer that the Services will be provided using reasonable care and skill.
- 8.5** In relation to a Services Specification that is provided by the Customer to Rutland Plastics (for example design services in relation to goods that are the subject of a Goods Specification) then clauses 3.2,3.3 and 3.4 shall apply to the Services Specification in the same manner that they apply to a Goods Specification.
- 9 Customer's obligations**
- 9.1** The Customer shall:
- 9.1.1** ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
- 9.1.2** co-operate with Rutland Plastics in all matters relating to the Services;
- 9.1.3** provide Rutland Plastics with such information and materials as Rutland Plastics may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 9.1.4** obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- 9.1.5** provide Rutland Plastics with such assistance as Rutland Plastics requires in order to enable Rutland Plastics to comply with all requirements in respect of packaging waste.
- 9.2** If Rutland Plastics' 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**):
- 9.2.1** Rutland Plastics 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 Rutland Plastics' performance of any of its obligations;
- 9.2.2** Rutland Plastics shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Rutland Plastics' failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3** the Customer shall reimburse Rutland Plastics on written demand for any costs or losses sustained or incurred by Rutland Plastics arising directly or indirectly from the Customer Default.
- 10 Tooling**
- 10.1** In the event that any tooling needs to (in Rutland Plastics' opinion) be repaired or replaced, Rutland Plastics shall be entitled to charge the Customer in respect of such repair or replacement (including but not limited to any replacement parts).
- 10.2** If any tooling is not used by Rutland Plastics for a period of two years or more, Rutland Plastics shall give to the Customer no less than one month's notice in writing requesting the Customer to, at its own expense, remove such tooling from Rutland Plastics' premises. If, by the expiry of such notice, the Customer has not removed all of the relevant tooling from Rutland Plastics' premises, Rutland Plastics shall be entitled to sell or otherwise dispose of such tooling itself and retain all proceeds of sale in respect of the same.
- 10.3** The Customer shall keep Rutland Plastics indemnified in full against all costs, expenses, damages and losses (including in respect of any damage occasioned to any property of Rutland Plastics), including any fines, legal and other professional fees and expenses awarded against or incurred or paid by Rutland Plastics as a result of or in connection with:
- 10.3.1** any act or omission of the Customer of any of its employees, agents, officers or representatives when at Rutland Plastics' premises; and/or
- 10.3.2** the failure or delay by the Customer of collecting any tooling from Rutland Plastics' premises in accordance with clause 10.2.
- 10.4** Without prejudice to any other right or remedy that it may have, Rutland Plastics shall be entitled to retain possession of any tooling belonging

to the Customer until such time as the Customer has paid all sums due to Rutland Plastics under the Contract.

11 Charges and payment

11.1 The price for Goods shall be the price set out in the relevant quotation provided by Rutland Plastics to the Customer or if no price is quoted, or the quote has expired before the Commencement Date, the price set out in Rutland Plastics' published price list as at the date of delivery or the price stipulated by Rutland Plastics. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.

11.2 The charges for Services shall be set out in the relevant quotation provided by Rutland Plastics to the Customer.

11.3 Rutland Plastics reserves the right to:

11.3.1 increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 6 month period. Rutland Plastics will give the Customer written notice of any such increase one month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Rutland Plastics in writing within one week of the date of Rutland Plastics' notice and Rutland Plastics shall have the right without limiting its other rights or remedies to terminate the Contract by giving one week's written notice to the Customer; and

11.3.2 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 Rutland Plastics that is due to:

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

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

(c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Rutland Plastics adequate or accurate information or instructions in respect of the Goods.

11.4 In respect of Goods, Rutland Plastics shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Rutland Plastics shall invoice the Customer on completion of the Services, unless otherwise agreed in writing (i.e. in the quotation)

11.5 Unless otherwise agreed or stipulated by Rutland Plastics in writing, the Customer shall pay each invoice submitted by Rutland Plastics:

11.5.1 within 30 days of the end of the month in which the invoice is raised by Rutland Plastics; and

11.5.2 in full and in cleared funds to a bank account nominated in writing by Rutland Plastics, and

time for payment shall be of the essence of the Contract.

11.6 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 Rutland Plastics to the Customer, the Customer shall, on receipt of a valid VAT invoice from Rutland Plastics, pay to Rutland Plastics 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.

11.7 Without limiting any other right or remedy of Rutland Plastics, if the Customer fails to make any payment due to Rutland Plastics under the Contract by the due date for payment (Due Date), Rutland Plastics shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Barclays Bank Plc's 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.

11.8 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 Rutland Plastics in order to justify withholding payment of any such amount in whole or in part. Rutland Plastics may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Rutland Plastics to the Customer.

12 Intellectual property rights

12.1 Subject to clause 12.2 below, all Intellectual Property Rights in the Goods and the Deliverables shall be owned by the Customer.

12.2 All of Rutland Plastics' know-how and methodologies in respect of the production of the Goods and the provision of the Services shall be owned by Rutland Plastics and the Customer is bound by the provisions of clause 13 in respect of such know-how and methodologies.

12.3 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 Rutland Plastics obtaining a written licence from the relevant licensor on such terms as will entitle Rutland Plastics to license such rights to the Customer.

13 Confidentiality

The Customer 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 Customer by Rutland Plastics, its employees, agents or subcontractors, and any other confidential information

concerning Rutland Plastics' business or its products or its services which the Customer may obtain. The Customer 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 Customer'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 Customer. This clause 13 shall survive termination of the Contract.

14 Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

14.1 Nothing in these Conditions shall limit or exclude Rutland Plastics' liability for:

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

14.1.2 fraud or fraudulent misrepresentation;

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

14.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

14.2 Subject to clause 14.1:

14.2.1 Neither Rutland Plastics nor the Customer shall under any circumstances whatever be liable for:

(a) loss of profits; or

(b) loss of business; or

(c) depletion of goodwill and/or similar losses; or

(d) loss of anticipated savings; or

(e) loss of goods; or

(f) loss of contract; or

(g) loss of use; or

(h) loss of corruption of data or information;

or

(i) any cost, loss, damage or expense incurred by the other party arising out of or in connection with the removal of any defective Goods and/or the installation of any replacement goods; or

(j) wasted costs or expenditure; or

(k) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

14.2.2 Rutland Plastics' total liability to the Customer in respect of all 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 300% of the amount paid by the Customer to Rutland Plastics for the Goods and/or Services in respect of which the claim relates or if higher the amount recovered by Rutland Plastics under and relevant insurance policy.

14.3 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.

14.4 This clause 14 shall survive termination of the Contract.

15 Termination

15.1 Without limiting its other rights or remedies, Rutland Plastics may terminate the Contract with immediate effect by giving written notice to the Customer if:

15.1.1 the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;

15.1.2 the Customer enters into, or threatens to enter into any form of insolvency arrangement or procedure;

15.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

15.1.4 the Customer (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.

15.2 Without limiting its other rights or remedies, Rutland Plastics may terminate the Contract:

15.2.1 by giving the Customer one month's written notice;

15.2.2 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.

15.3 Without limiting its other rights or remedies, Rutland Plastics 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 Rutland Plastics if:

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

15.3.2 the Customer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.4, or Rutland Plastics reasonably believes that the Customer is about to become subject to any of them.

16 Consequences of termination

- 16.1 On termination of the Contract for any reason:
- 16.1.1 the Customer shall immediately pay to Rutland Plastics all of Rutland Plastics' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Rutland Plastics shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 16.1.2 the Customer shall return all Deliverables which have not been fully paid for. If the Customer fails to do so, then Rutland Plastics 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;
- 16.1.3 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
- 16.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

17 General

- 17.1 Force majeure:
- 17.1.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Rutland Plastics 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, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 17.1.2 Rutland Plastics 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.
- 17.1.3 If the Force Majeure Event prevents Rutland Plastics from providing any of the Services and/or Goods for more than [3] weeks, Rutland Plastics shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 17.2 Assignment and subcontracting:
- 17.2.1 Rutland Plastics 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.
- 17.2.2 The Customer shall not, without the prior written consent of Rutland Plastics, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.3 Notices:
- 17.3.1 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 Customer personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 17.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or e-mail, on the next Business Day after transmission.
- 17.3.3 This clause 17.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall include e-mails and for the avoidance of doubt notice given under this Contract shall be validly served if sent by e-mail.
- 17.4 Waiver and cumulative remedies:
- 17.4.1 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 a party in exercising any right or remedy 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.
- 17.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.
- 17.5 Severance:
- 17.5.1 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.
- 17.5.2 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.
- 17.6 No partnership: 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 Customer in any way.

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

17.8 Variation: 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 Rutland Plastics.

17.9 Governing law and jurisdiction: 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.