





- 15.2 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:
- 15.2.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 28 (twenty-eight) days after receipt of notice in writing to do so;
- 15.2.2 the other party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purposes of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt, in any jurisdiction;
- 15.2.3 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 15.2.4 the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 15.2.5 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.
- 15.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 15.4 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Products under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Condition 15.2.2 to Condition 15.2.5 inclusive, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 15.5 On termination of the Contract for any reason:
- 15.5.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices, including those that arise as a consequence of Condition 15.6, and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 15.5.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- 15.5.3 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
- 15.5.4 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.
- 15.6 On termination of the Contract, the Customer shall purchase from the Supplier:
- 15.6.1 all finished goods stock, sub-assembly stock, work-in-progress and accessories relating to the Products in the Supplier's possession at the time of termination, at full price (calculated by applying Sales Rates to labour time incurred in their manufacture); and
- 15.6.2 all raw materials, parts and components on hand and incorporated into work-in-progress and sub-assembly stock (as Condition 15.6.1), and also those within the supply chain that have been ordered and purchased by the Supplier for the manufacture of the Products subject to unfulfilled Orders received by the Supplier from the Customer, where the Supplier is obligated to take delivery of them, at cost price plus an extra 18% mark up as remuneration for the Supplier's handling of such raw materials, parts and components.
- 16. UNFORESEEN EVENT**
- 16.1 For the purposes of the Contract, **Unforeseen Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier 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. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of an Unforeseen Event.
- 16.2 If the Unforeseen Event prevents the Supplier from providing any of the Services and/or Products for more than six weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.
- 17. NOTICES**
- 17.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition 17.1, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or e-mail.
- 17.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 17.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
- 17.3 The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.
- 18. GENERAL**
- 18.1 The Supplier may at any time assign, transfer, mortgage, 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. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 18.2 If any court or 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 to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 18.3 A waiver of any right under the Contract or law 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 prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.4 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 18.5 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 18.6 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 18.7 The 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 the law of England and Wales.
- 18.8 Subject to Condition 18.9, the parties irrevocably agree, for the sole benefit of the Supplier that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this agreement, its subject matter or formation (including non-contractual disputes or claims).
- 18.9 Notwithstanding Condition 18.8, the parties irrevocably agree that the Supplier shall have the right to take, and shall not be prevented from taking, proceedings against the Customer to settle any dispute or claim arising out of, or in connection with, this agreement, its subject matter or formation (including non-contractual disputes or claims) in any other court of competent jurisdiction and that the Supplier may take such proceedings in any number of jurisdictions, whether concurrently or not, to the extent permitted by law.