

## TERMS AND CONDITIONS OF SUPPLY

### 1. INTERPRETATION:

- 1.1 The definitions and rules of interpretation in this condition apply in these conditions.  
**Charges:** the Hire Charge and/or the price for the Goods and/or the price for the Services payable to the Company by the Customer.  
**Commencement Date:** the date on which the Hire Term begins, being the date stipulated in the Company's acknowledgment of order issued pursuant to Condition 3.1, or such other date as may subsequently be agreed in writing with the Company.  
**Company:** Janson Bridging BV.  
**Conditions:** these Terms and Conditions of Supply.  
**Contract:** any contract between the Company and the Customer for the supply of Goods and/or Hire Goods and/or Services, incorporating these conditions.  
**Customer:** the person, firm or company who purchases Goods and/or hires Hire Goods and/or purchases Services from the Company.  
**Delivery Point:** the place at the Site where delivery of the Goods and/or Hire Goods is to take place under Condition 5.  
**Goods:** any goods (including but not limited to modular bridging systems) agreed in the Contract to be sold to the Customer by the Company (including any part or parts of them).  
**Hire Charge:** the price for (the hire of) the Hire Goods, as applicable from time to time, calculated on a weekly basis and payable throughout the Hire Term.  
**Hire Goods:** any goods (including but not limited to modular bridging systems) which the Company has agreed in the Contract to hire to the Customer (including any part or parts of them).  
**Hire Term:** the period between the Commencement Date and the Termination Date during which the Hire Goods are to be held by the Customer in return for payment of the Hire Charge to the Company, subject to earlier termination of the Contract under Condition 9.  
**Intellectual Property Rights:** any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered.  
**Services:** any and all services to be provided by the Company in relation to the Goods and/or the Hire Goods pursuant to the Contract, including but not limited to plant installation, dismantling and removal services.  
**Site:** the premises and any part of those premises at which (a) the Services are to be performed and/or (b) any work required in connection with the Goods and/or Hire Goods is to be undertaken.  
**Termination Date:** the date on which the Hire Term ends, being the date stipulated in the Company's acknowledgment of order issued pursuant to Condition 3.1, or such other date as may subsequently be agreed in writing with the Company, subject always to earlier termination of the Contract under Condition 9.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these Conditions.

### 2. APPLICATION OF CONDITIONS:

- 2.1 These Conditions shall override and exclude any terms or conditions stipulated, incorporated or referred to by the Customer whether in any order or in any correspondence or negotiations occurring prior to an order being placed.
- 2.2 These Conditions and the Contract shall be construed and applied in accordance with Dutch law, and the Dutch Courts shall have non-exclusive jurisdiction in any dispute relating thereto.

### 3. CONTRACT FORMATION:

- 3.1 Any quotation is given on the basis that no Contract shall come into existence until the Company dispatches an acknowledgment of order to the Customer. Any quotation is valid for a period of 90 days only from its date, provided that the Company has not previously withdrawn it.
- 3.2 The quantity and description of the Goods and/or Hire Goods and/or Services shall be as stipulated in the Company's acknowledgment of order issued pursuant to Condition 3.1.
- 3.3 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods, Hire Goods and Services described in them. They shall not form part of the Contract and this is not a sale by sample.
- 3.4 The Customer shall ensure that the terms of its order and any applicable specification are complete, accurate and timely submitted.
- 3.5 If any Goods and/or Hire Goods are to be manufactured, ordered, designed, built, configured, altered, adapted, or subjected to any process by or on behalf of the Company for the Customer and/or any Services are to be performed by the Company, in each case in accordance with any specification or design submitted by the Customer, the Customer shall hold the Company harmless and shall fully indemnify the Company against any and all loss, damage, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by, the Company, in settlement of any claim for infringement of any patent, copyright, design, trade mark or any other intellectual property right of any other person resulting from the Company's use of any specification or design so submitted.
- 3.6 The Customer shall be solely responsible for ensuring the suitability or fitness of any Goods and/or Hire Goods for any particular purpose.
- 3.7 Without prejudice to the provisions of Condition 3.1, if the Customer wishes to cancel or change any order, this shall be subject to acceptance by the Company and the Customer must pay any additional costs, charges or expenses associated with cancelling or changing the order, including those incurred in fulfilling the changed order.

### 4. CHARGES AND PAYMENT:

- 4.1 The Charges shall be as set out in the Company's acknowledgment of the Customer's order issued pursuant to Condition 3.1.
- 4.2 Unless agreed to the contrary in writing by the Company, the Charges for the Goods and/or Hire Goods shall be exclusive of all costs or charges in relation to loading, unloading, carriage and insurance.
- 4.3 Unless agreed to the contrary in writing by the Company, the Charges for the Services shall be exclusive of all costs or charges in relation to undertaking periodic inspections of the Goods and/or Hire Goods, designing or configuring the Goods and/or Hire Goods in accordance with the Customer's instructions and the reasonable expenses of all persons deployed by the Company to perform the Services.
- 4.4 The Charges shall be exclusive of value added tax.
- 4.5 In addition to paying the Charges to the Company pursuant to Condition 4.1, the Customer shall pay the Company any additional sums which are required as a result of the Customer's inadequate, inaccurate or incomplete instructions or any other cause attributable to the Customer, including any delay in returning the Hire Goods to the Company or in making the Hire Goods available for collection by the Company, as applicable.
- 4.6 Unless otherwise agreed in writing by the Company, any variation to the Goods and/or Hire Goods requested by the Customer which is approved by the Company pursuant to the provisions of Condition 11 shall entitle the Company to increase the Charges.
- 4.7 Unless otherwise agreed in writing by the Company, any variation to the Services requested by the Customer and accepted by the Company (including but not limited to postponement of performance of the Services) shall incur additional Charges.
- 4.8 The Company shall be entitled to vary the Hire Charge from time to time by giving not less than 7 days' written notice to the Customer.
- 4.9 An additional Hire Charge shall be payable if the Company and the Customer agree to extend the Hire Term beyond the Termination Date. In any event, any retention of the Hire Goods beyond the Termination Date by or on behalf of the Customer shall require the Customer to continue to pay the Hire Charge for the entire duration of the period for which the Hire Goods are so retained, without limiting any other right or remedy available to the Company in such circumstances.
- 4.10 Unless otherwise stated in these Conditions or by the Company in writing, the Charges shall be payable within 30 days of the relevant invoice therefor.
- 4.11 If any payment is not made by the due date, the Company may, without prejudice to any other right or remedy, cancel the Contract or (i) suspend the delivery of any Hire Goods and/or Goods; or (ii) suspend the performance of any Services.
- 4.12 Time for payment shall be of the essence.
- 4.13 No payment shall be deemed to have been received until the Company has received cleared funds. In the event that the Customer tenders payment by cheque and said cheque is returned unpaid to the Company, the Customer shall reimburse the Company for any bank charges incurred by the Company.
- 4.14 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 4.15 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 4.16 The Company reserves the right to charge interest at the rate of 5% per annum above Barclays Bank plc's base lending rate from time to time on all amounts remaining unpaid after the due date for payment and such interest will accrue on a daily basis from the due date for payment until the date when payment is actually made and shall accrue after as well as before any judgment.
- 4.17 The Company reserves the right to claim trade interest under article 119a of the Dutch civil code together with late payment charges. Without limitation, the Customer shall reimburse the Company for any and all costs incurred by the Company in recovering payment pursuant to this Condition 4.

**5. DELIVERY AND PERFORMANCE:**

- 5.1 Unless the Company notifies the Customer that the Goods are to be collected by the Customer from the Company's premises, the Goods and/or Hire Goods shall be delivered by the Company to the Site. All carriage charges shall be borne by the Customer. Any Services shall be performed at the Site.
- 5.2 Any dates specified by the Company for (i) delivery of the Goods and/or Hire Goods and/or (ii) performance of the Services are intended to be estimates and time for delivery or performance shall not be made of the essence by notice. If no dates are so specified, delivery and/or performance shall be within a reasonable time. Should expedited delivery and/or performance be agreed, the Company reserves the right to levy an extra delivery and/or performance charge.
- 5.3 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or Hire Goods and/or in the performance of the Services (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 5.4 If for any reason the Customer fails to accept delivery of any of the Goods and/or Hire Goods, or the Company is unable to deliver the Goods and/or Hire Goods on time because the Customer has not provided appropriate instructions, documents, licenses or authorizations:
- (a) risk in the Goods and/or Hire Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
  - (b) the Goods and/or Hire Goods shall be deemed to have been delivered; and
  - (c) the Company may store the Goods and/or Hire Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or
  - (d) sell and/or hire the Goods and/or Hire Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale/hire of the Goods and/or Hire Goods), charge the Customer for any shortfall below the Charges for the Goods and/or Hire Goods.
- 5.5 The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labor for loading the Goods and/or Hire Goods.
- 5.6 If delivery involves difficult access to or at the Delivery Point and/or the Delivery Point is located at an unreasonable distance from any feasible vehicular access point, the Company reserves the right to levy an extra delivery charge.
- 5.7 The Company may deliver the Goods and/or Hire Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 5.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 5.9 Unless the Customer has been notified by the Company that the Customer shall return the Hire Goods to the Company's premises on the Termination Date, the Customer shall be responsible for making the Hire Goods available for collection by the Company on the Termination Date and the Customer shall pay to the Company in addition to the Hire Charge the cost of such collection at the Company's standard rates applicable from time to time.
- 5.10 The Company shall not be liable for any non-delivery of Goods and/or Hire Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 3 days of the date when the Goods and/or Hire Goods would in the ordinary course of events have been received.
- 5.11 Any liability of the Company for non-delivery of the Goods and/or Hire Goods shall be limited to replacing the Goods and/or Hire Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods and/or Hire Goods.
- 5.12 The Customer shall ensure that all licenses, consents and permits which are or which may be required in connection with the use, operation, installation, dismantling and removal of the Goods and/or Hire Goods are duly and timely obtained and maintained, in each case at the Customer's cost.
- 5.13 The Company reserves the right to revise the Charges if any consent required to be sought by the Customer under Condition 5.13 imposes conditions which involve additional expense.
- 5.14 Where the Company is to provide Services to the Customer, the Customer shall, at the Customer's cost:
- (a) ensure, before the Services are due to commence, that the Site is fully cleared and prepared;
  - (b) allow sufficient access to and from the Site and procure sufficient unloading space, facilities and access to utilities to enable the Company's employees, sub-contractors and/or agents to undertake the Services;
  - (c) ensure the safety of any person present on the Site during the performance of the Services; and
  - (d) be solely responsible for reinstating the Site thereafter.
- 5.15 The Customer shall, at the Customer's cost:
- (a) provide adequate access to and egress from the Site for the Company's delivery and collection trucks and for all cranes;
  - (b) effect and maintain adequate security at the Site throughout the installation, dismantling and/or removal of the Goods and/or Hire Goods;
  - (c) supply all civil works at the Site, including but not limited to all abutments, holding down bolts and grouting of bearings;
  - (d) provide adequate and safe access to the abutments at the Site for all works to be undertaken in relation to the abutments, including but not limited to bearing positioning and jacking;
  - (e) provide adequate and safe scaffold access to the piers at the Site to land the bridge span;
  - (f) make available a flat and level launch plane and assembly area at the Site which is suitable for the carriage of crane outrigger loadings;
  - (g) ensure that machinery and heavy chains capable of launching and de-launching the bridge on demand are made available at the Site;
  - (h) ensure that any maximum height clearance limit and/or load bearing capacity of the Goods and/or Hire Goods is not exceeded; and
  - (i) be solely responsible for all traffic management at and in the immediate vicinity of the Site before, during and after installation, dismantling and/or removal of the Goods and/or Hire Goods.
- 5.16 Where any installation and/or dismantling work will be undertaken using a mobile crane, the Customer shall reimburse the Company for all costs, charges and expenses associated with the crane where any work is delayed, postponed or cancelled due to adverse weather conditions, regardless of whether any decision to delay, postpone or cancel the work was instigated by the Company, provided that any such decision, if made by the Company, was made reasonably.
- 5.17 Where the Customer is to install, dismantle and/or remove the Goods and/or Hire Goods from the Site, the Customer must do so in a skillful and workmanlike manner, and shall, at the Customer's cost, be responsible for procuring adequate and suitable equipment in order to fulfil its obligations under this Condition 5.18.
- 5.18 The Company's Charges for the Services allow for installation and/or dismantling and removal work to be carried out during normal daytime working hours only.
- 5.19 All night lighting (i) for use on and (ii) required for any work on, the Goods and/or Hire Goods is to be provided by the Customer at the Customer's expense, unless otherwise agreed in writing by the Company.
- 5.20 Any alterations to the Goods and/or Hire Goods required by the Customer after initial installation will be charged at the Company's standard rates, as applicable from time to time.

**6. CARE OF THE HIRE GOODS:**

- 6.1 The Customer hereby agrees that with respect to any Hire Goods, it shall:
- (a) take reasonable care of the Hire Goods and use them only for their intended and proper purpose in a safe and correct manner;
  - (b) comply with all directions given by the Company or in any accompanying instructions as to the use and where applicable, operation, installation, dismantling and/or removal of the Hire Goods and the Customer shall be liable for any damage or deterioration (fair wear and tear excepted) resulting from any failure so to comply;
  - (c) take adequate and proper measures to protect the Hire Goods from damage and other risks;
  - (d) insure the Hire Goods on such terms as the Company may require, the proceeds of such insurance to be held by the Customer in trust for the Company and to be paid to the Company on demand;
  - (e) permit the Company at all reasonable times and upon reasonable notice to inspect, test, adjust, repair or replace the Hire Goods;
  - (f) notify the Company immediately, following any loss of, damage or deterioration to, and/or breakdown of, the Hire Goods; and
  - (g) protect the Hire Goods against distress, execution or seizure and keep the Hire Goods at all times under its control;
  - (h) where the Hire Goods are to be operated, installed, dismantled and/or removed by the Customer, ensure that any employees, agents or contractors that operate, install, dismantle and/or remove the Hire Goods are adequately and sufficiently qualified and trained to do so in accordance with all current and applicable legislation;
  - (i) be responsible for and shall fully reimburse the Company for any and all expenses, costs, losses (including loss of Hire Charges) and/or damage incurred by or against the Company arising from any loss of, damage or deterioration to, and/or breakdown of the Hire Goods attributable to any act or omission of the Customer; and
  - (j) indemnify and keep indemnified the Company against any and all losses, lost profits, damages, claims, costs, actions and any other losses and/or liabilities suffered by the Company and arising from or due to any breach of contract, tortious act and/or omission and/or any breach of statutory duty by the Customer.
- 6.2 The Customer hereby agrees that with respect to any Hire Goods, it shall not:
- (a) attempt to repair, maintain, alter or interfere with the Hire Goods without the prior written consent of the Company;

- (b) use, nor continue to use any Hire Goods in an unsafe or unsatisfactory state or environment, or where they have been damaged and will notify the Company immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person;
- (c) remove from, nor cover up, alter or deface any labels, names or proprietary marks on the Hire Goods;
- (d) affix any marking, labelling, signage, painting, lettering or advertising on the Hire Goods without the Company's written consent;
- (e) attempt to sell, hire, assign, charge, pledge, or otherwise lend or dispose of the Hire Goods or any interest therein;
- (f) remove the Hire Goods from the Site, or from any subsequently authorized site, without the authority of the Company; or
- (g) without limitation, do or omit to do anything which the Customer has been notified may invalidate any policy of insurance related to the Hire Goods.
- 6.3 The Customer shall submit the Hire Goods to the Company at the Termination Date by making the Hire Goods available for collection by the Company or by returning the Hire Goods to the Company, pursuant to the provisions of Condition 5.10.
- 6.4 The Hire Goods must be submitted to the Company in good order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licenses and other documents.
- 6.5 If the Hire Goods are found by the Company to be in a damaged, unclean and/or defective state except where due to fair wear and tear, the Customer shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and to continue to pay the Hire Charge until such repairs and/or cleaning have been completed.
- 6.6 Without limiting any of the provisions of this Condition 6, the Customer will incur additional costs and charges for any Hire Goods which are damaged beyond economic repair, up to and including the replacement cost of new Hire Goods at current market rates.
- 6.7 The Customer shall pay the Hire Charge for the Hire Goods up to and including the date it notifies the Company that the Hire Goods have been damaged beyond economic repair. From that date until the Company has replaced such Hire Goods the Customer shall pay, as a genuine pre-estimate of lost profit, a sum as liquidated damages being equal to two thirds of the Hire Charge that would have applied for such Hire Goods for that period. The Company shall use its reasonable commercial endeavors to purchase replacements for such Hire Goods as quickly as possible.
- 7. RISK AND TITLE:**
- 7.1 Risk of damage to or loss of the Goods and/or Hire Goods shall pass to the Customer:
- (a) in the case of Goods and/or Hire Goods to be delivered at the Site, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods and/or Hire Goods, the time when the Company has tendered delivery of the Goods and/or Hire Goods; or
- (b) in the case of Goods and/or Hire Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods and/or Hire Goods are available for collection.
- 7.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Goods; and
- (b) all other sums which are or which become due to the Company from the Customer on any account.
- 7.3 Ownership of the Hire Goods shall remain at all times with the Company. Risk of damage to or loss of the Hire Goods shall pass back from the Customer to the Company:
- (a) in the case of Hire Goods to be collected by the Company, on delivery to the Company's carrier at the Site or such other site as may be specified by the Customer and approved by the Company; or
- (b) in the case of Hire Goods to be returned to the Company's premises by the Customer, at the time of delivery to the Company's premises.
- 7.4 Until ownership of the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Company's bailee;
- (b) not destroy, deface or obscure any identifying mark on or relating to the Goods; and
- (c) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
- 7.5 The Customer's right to possession of the Goods and/or Hire Goods shall terminate immediately if:
- (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- (b) the Customer suffers or allows any execution distress or diligence, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or a secured lender to the Customer takes any steps to obtain possession of the secured property or otherwise enforce its security or the Customer ceases to trade; or
- (c) the Customer ceases, or threatens to cease, to carry on business; or
- (d) the Customer encumbers or in any way charges any of the Goods and/or Hire Goods.
- 7.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 7.7 The Customer grants the Company, its agents and employees an irrevocable license at any time to enter any premises where the Goods and/or Hire Goods are or may be located, but in any event, and without limitation, hereby undertakes to secure access at any time to any such premises for the Company, its agents and employees in order to inspect the Goods and/or Hire Goods, or, where the Customer's right to possession has terminated, to recover them.
- 7.8 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Condition 7 shall remain in effect.
- 8. WARRANTIES AND LIABILITY:**
- 8.1 The Company shall, at the Company's option, repair, replace or refund the Charges paid for Goods and/or Hire Goods which are proved to the reasonable satisfaction of the Company to be damaged or defective due to faulty materials or workmanship at the time of delivery. The Company shall, at the Company's option, re-perform any Services which are proved to the reasonable satisfaction of the Company not to have been performed with reasonable skill and care, or shall refund the Charges paid for the Services. These obligations shall not apply:
- (a) if the defect arises because the Customer has repaired, maintained, altered or interfered with any Goods without the written consent of the Company; or
- (b) if the Customer did not follow the instructions for the use and where applicable, operation, installation, dismantling and/or removal of any Goods; or
- (c) if the Customer is in breach of any of its obligations in Condition 6, with respect to any Hire Goods; or
- (d) if the Customer makes any further use of any Goods and/or Hire Goods which the Customer has alleged to be defective after giving notice of any such defect; or
- (e) if the full price for the Goods and/or Hire Goods and/or Services has not been paid by the time for payment stipulated in Condition 4; or
- (f) if the defect in the Goods and/or Hire Goods and/or deficiency in the Services is of a type specifically excluded by the Company by notice in writing.
- 8.2 The Company shall not be liable for a breach of any of the warranties in Condition 8.1 unless the Customer gives written notice of the defect or deficiency to the Company within 3 days of the time when the Customer discovers or ought to have discovered the defect or deficiency (within 24 hours, if any defect in Goods and/or Hire Goods is a result of damage in transit).
- 8.3 Whilst the Company will undertake the Services with reasonable skill and care, the Company reserves the right not to undertake any work, without liability to the Customer, if in its reasonable opinion prevailing conditions would render it inadvisable to do so.
- 8.4 The Customer acknowledges that the health and safety of the Company's employees, Customers and the general public are of paramount importance to the Company and if, in the Company's reasonable opinion, performance of the Services would endanger any person or thing, the Company reserves the right to cancel or postpone the performance of the Services without notice and without any right to any refund or compensation. Without limiting the generality of the foregoing, the Company reserves the right to refrain from installing, dismantling and/or removing the Goods and/or Hire Goods if the Company deems it to be unsafe to do so for any reason, including but not limited to the prevalence of adverse weather conditions at, near or in the vicinity of the Site.
- 8.5 Except as set out in Condition 8.6 below, the provisions in Condition 8.1 constitute the Company's sole obligation to the Customer and are accepted by the Customer in substitution for all express or implied representations, conditions or warranties, statutory or otherwise, as to the satisfactory quality, fitness for purpose or performance of any Goods and/or Hire Goods and/or Services and all such representations, conditions and warranties are excluded.
- 8.6 The Company does not exclude its liability to the Customer:
- (a) For breach of the Company's obligations under section 12 of the Sale of Goods Act 1979;
- (b) For personal injury or death arising as a result of the Company's negligence;
- (c) Under the conditions implied by section 2 of the Supply of Goods and Services Act 1982);
- (d) Under section 2(3) of the Consumer Protection Act 1987;
- (e) For any matter which it would be illegal for the Company to exclude or to attempt to exclude its liability; or
- (f) For fraud or fraudulent misrepresentation.

- 8.7 Except as provided in Conditions 8.1 and 8.6, the Company shall be under no liability to the Customer whatsoever (whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct or indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of use, loss of data, depletion of goodwill, business interruption, increased purchasing or manufacturing costs, loss of opportunity, or loss of contracts and like loss) howsoever caused.
- 8.8 The Company hereby excludes to the fullest extent permissible at law all conditions, warranties and stipulations, express (other than those set out in these Conditions) or implied, statutory, customary or otherwise which but for such exclusion, would or might subsist in favor of the Customer.
- 8.9 Save as set out in Condition 8.6, the Company's total liability in contract, tort, (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to repairing, replacing, re-performing or refunding the Charges paid for the Goods and/or Hire Goods and/or Services, as applicable.
- 8.10 The Company maintains insurance coverage as follows, but this shall not affect the extent of the Company's liability hereunder:
- (a) Public Liability: £ 3 million for any one event, limited to £ 6 million annually;
  - (b) Employers' Liability: £ 10 million; and
  - (c) Professional Indemnity: £ 1 million, which is held by the Company's designers.
- 8.11 No allowance will be made in relation to the Hire Charge for any non-use of the Hire Goods due to breakdown of the Hire Goods where the Company is able to repair or replace the Hire Goods pursuant to the provisions of Condition 8.1, but the Customer shall be responsible for all expenses, loss (including loss of Hire Charge) and/or damage suffered by the Company arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.
- 8.12 The Customer shall hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made by or against the Company in respect of any liability, loss, damage, injury, cost or expense whatsoever, howsoever and to whomsoever occurring, to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.
- 9. TERMINATION:**
- 9.1 The Company may, (without prejudice to any other rights or remedies it may have against the Customer) exercise any remedy available to it up to and including the immediate termination of the Contract upon sending written notice of termination to the Customer at any time, if:
- (a) the Customer is in breach of any Condition which is incapable of remedy; or
  - (b) the Customer is in breach of any Condition which is capable of remedy, but fails to remedy such breach within 14 days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
  - (c) any one or more of the events set forth in Condition 7.5 occurs.
- 9.2 Notwithstanding the exercise of any remedy by the Company in accordance with Condition 9.1 above, the Customer shall remain liable to pay and shall pay the Company at the Contract rate, any and all payments subsisting at the relevant time. The Company shall be entitled to recover possession of the Goods and/or Hire Goods forthwith and the Customer shall permit the Company to have full access to the Customer's premises for that purpose.
- 10. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**
- 10.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company and any other confidential information concerning the Goods, Hire Goods and Services or the Company's business which the Customer may obtain and the Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.
- 10.2 The Customer acknowledges the Company's ownership of any and all Intellectual Property Rights in any Goods, Hire Goods and/or Services provided to the Customer pursuant to the Contract and agrees not to contest the Company's ownership or use of any such Intellectual Property Rights. Without limitation, the Customer shall not acquire any such Intellectual Property Rights or any license or grant of rights therein, nor shall the Customer register or attempt or permit to be registered, any such Intellectual Property Rights or any license or grant of rights therein. The Customer further acknowledges that, without limitation, any and all Intellectual Property Rights developed by the Company in performing any Services or providing any Goods and/or Hire Goods shall become vested and shall vest in the Company absolutely and shall also be subject to the other provisions of this Condition 10.2.
- 11. VARIATIONS AND FORCE MAJEURE**
- 11.1 No variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 11.2 The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company 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, explosion, abnormal weather conditions, government action, shortages of materials, labor or manufacturing facilities or default of any suppliers or subcontractors.
- 12. NOTICES:**
- 12.1 Any notice which must be given under the Contract may either be delivered personally or posted.
- 12.2 Notice given by post must be pre-paid and correctly addressed:
- (a) in the case of a limited company to its registered office; and
  - (b) in any other case to the recipient whose address is set out in the Contract (unless the recipient has notified another address to the other party to the Contract in accordance with this paragraph, in which case to such other address).
- 12.3 A notice delivered personally is deemed served upon delivery.
- 12.4 A posted notice which complies with Condition 12.2 is deemed served on the second business day after the date of posting.
- 13. GENERAL:**
- 13.1 The Company, but not the Customer, may assign the Contract or any part of it to any person, firm or company and shall also be entitled to subcontract any or all of its obligations under all or any part of the Contract.
- 13.2 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 13.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 13.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.