

Myriad Heat and Power Products Ltd - Standard Terms and Conditions of Sale v.06.22

1. Definitions and Interpretation

1.1. In the Conditions, the following definitions apply:

- 1.1.1. "Building" means the building(s) upon which the Goods are to be installed
- 1.1.2. "Business Day" means any day which is not a Saturday, Sunday or a Public holiday;
- 1.1.3. "Conditions" means these Terms and Conditions of Sale or any other version of the same attached to the Supplier's Proposal;
- 1.1.4. "Conditions Precedent" means any matters expressly stated to be conditions precedent in the Supplier's Proposal;
- 1.1.5. "Confidential Information" means all information relating to the Supplier's business and affairs which the Customer directly or indirectly receives or acquires from the Supplier or any representative of the Supplier either in writing, by electronic mail or verbally;
- 1.1.6. "Contract" means the Contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with the Supplier's Proposal and these Conditions.
- 1.1.7. "Contract Price" means the price of the Goods and Services set out in the Supplier's Proposal, excluding VAT, as set out in the Supplier's Proposal or as otherwise agreed in writing by the Supplier and the Customer;
- 1.1.8. "Commissioning" means completion of the commissioning steps described in the Supplier's Proposal;
- 1.1.9. "Customer" means the person who purchases the Goods and/or Services from the Supplier;
- 1.1.10. "DNO" means the distribution network operator for the local electricity distribution system of the National Grid to which the Building is or to be connected;
- 1.1.11. "DNO Application," for systems designed for exporting power to the National Grid, means an application to the DNO for consent to connect the Building to the National Grid after incorporating the Goods;
- 1.1.12. "DNO Approval" means approval (including conditional approval) of the DNO Application;
- 1.1.13. "Goods" means the goods (or any part of them) to be supplied to the Customer as described in the Supplier's Proposal.
- 1.1.14. "Goods Specification" means any specification for the Goods provided in the Supplier's Proposal;
- 1.1.15. "Insolvency Event" means the Customer:
 - 1.1.15.1. entering into an arrangement, compromise or composition in satisfaction of its debts (excluding a scheme of arrangements as a solvent company for the purposes of amalgamation or reconstruction); or
 - 1.1.15.2. without a declaration of solvency, passing a resolution or making a declaration that it be wound up; or
 - 1.1.15.3. having a winding up order or bankruptcy order made against it; or
 - 1.1.15.4. having an administrator or administrative receiver appointed to it; or
 - 1.1.15.5. (additionally, in the case of a partnership) each partner being the subject of an individual arrangement or personal bankruptcy order .
- 1.1.16. "Manufacturer's Warranty" means any warranty given by the manufacturer of the Goods or any part of the Goods;
- 1.1.17. "Order" means the customer's written order for the supply of the Goods and Services in the Supplier's Proposal.
- 1.1.18. "Proposal" means the written proposal issued by the Supplier to the Customer for the provision of Goods and/or Services;
- 1.1.19. "Public Holiday" means a day which under the Banking and Financial Dealing Act 1971 is a bank holiday;
- 1.1.20. "Services" means the installation, testing and commissioning of the Goods and any other services to be supplied by the Supplier to the Customer, as set out in the Suppliers proposal;
- 1.1.21. "Site" means the designated workspace at or around the Building or other location at which the Goods are to be installed or Services performed;
- 1.1.22. "Supplier" means Myriad Heat and Power Products Limited, registered in England with company number 07691864;
- 1.1.23. "Structural Survey" means a structural survey report in relation to the Building by an experienced structural surveyor confirming that the Building is suitable for installation of the Goods;
- 1.1.24. "Warranty" means any warranty concerning the Goods and/or Services given by the Supplier in the Supplier's Proposal, in these Conditions or otherwise in writing.

1.2. In the Contract and these Conditions, unless the context otherwise requires:

- 1.2.1. the headings are included for convenience only and shall not affect the interpretation of the Contract;
- 1.2.2. the singular may include the plural and vice versa;
- 1.2.3. a gender includes any gender;
- 1.2.4. a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate; and
- 1.2.5. a reference to a statute, statutory instrument or other subordinate legislation ("legislation") is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification.

1.3. Where under the Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

2. Basis of Contract

- 2.1. The Contract is created when the Customer issues an Order to the Supplier to supply Goods and/or Services (as appropriate) in accordance with the Supplier's Proposal and the Supplier accepts the Order in writing. The date of the Supplier's acceptance shall be the "Contract Date". The Contract constitutes agreement by the Customer to purchase Goods and/or Services in accordance with the Conditions.
- 2.2. The price stated in Supplier's Proposal is valid for 30 days from the date of issue. The Supplier reserves the right to reject any Order received later than 30 days from the date of the Supplier's Proposal.
- 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 the Supplier which is not set out in the Contract.
- 2.4. Any samples, drawings, technical details and descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations, or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for illustration only and shall not form part of the Contract or have any contractual force unless expressly stated as such in the Supplier's Proposal.
- 2.5. In the event of any error or omission in any sales literature, quotation, price list, invoice, document or information issued by the Supplier, the Supplier's only liability shall be to rectify the error or omission and provide the Customer with the corrected version as soon as practicable.
- 2.6. The 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.
- 2.7. The Supplier's Proposal does not create any binding obligations on the Supplier until creation of the Contract in accordance with condition 2.1.
- 2.8. Unless otherwise stated, all of the Conditions shall apply to both Goods and Services.

3. Contract Price and Payment

- 3.1. The Contract Price includes delivery of the Goods to the location set out in the Supplier's Proposal or such other location as the parties may agree in writing (the "Delivery Location") followed by installation and commissioning at the Site, all as detailed in the Supplier's Proposal.
- 3.2. The Contract Price also includes (if appropriate):
 - 3.2.1. Preparation and submission of the DNO Application;
 - 3.2.2. The cost of the Supplier obtaining the Structural Survey; and
 - 3.2.3. Provision of reasonable assistance to the Customer in relation to satisfaction of any other Conditions Precedent, in the form of relevant information or responses within the area of the Supplier's expertise.
- 3.3. Should planning permission or any other required third party consent or approval not be granted by the appropriate party, the Contract Price does not include the cost of supporting a second application for the permission, consent or approval, nor any appeal or judicial process to challenge the refusal to grant permission, consent or approval, unless the Supplier expressly agrees otherwise.
- 3.4. The Supplier reserves the right to increase the Contract Price at any time to reflect any increases in the Supplier's costs of supply of the Goods and/or the Services and which is due to any factor beyond the Supplier's reasonable control (such as, without limitation, currency fluctuation, changes in regulations, increases in duties payable or significant increase in the costs of labour, materials or other costs of manufacture or supply) which have occurred subsequent to the Contract Date, any change in delivery dates, variations in quantities or specifications for the Goods requested by the customer, any delay caused by any instructions of the customer, or any failure of the customer to give the Supplier adequate information or instructions.
- 3.5. For the purposes of condition 3.4 a significant increase in the cost of Goods or materials means an increase of 5% or more.
- 3.6. The Customer shall pay each invoice submitted by the Supplier:
 - 3.6.1 within the period stipulated on the invoice or (if later) by the date specified for payment in the Supplier's Proposal (the "Due Date"); and
 - 3.6.2 in full and in cleared funds to the bank account nominated in writing by the Supplier.
- 3.7. Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier by the Due Date the Supplier shall have the right to:
 - 3.7.1. charge interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
 - 3.7.2. treat the failure to make payment as a Customer Default and the provisions of condition 9.2 shall apply (mutatis mutandis);
 - 3.7.3. suspend the delivery of any element of the Goods or Services not yet supplied; and
 - 3.7.4. to the extent it is safe to do so, take reasonable steps to prevent the commercial use of the Goods.
- 3.8. 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 the Supplier in order to justify withholding payment of any such amount in whole or in part. Without limiting the generality of the foregoing, the Customer shall not withhold payment if only insignificant components

Myriad Heat and Power Products Ltd - Standard Terms and Conditions of Sale v.06.22

are missing and usage of the Goods is not rendered impossible as a result or if appropriate rectification work has been carried out by the Supplier.

4. Order and Specification

- 4.1. The Customer shall be responsible for ensuring the accuracy of the specification of the Goods. In entering into the Contract the Customer confirms that the specification and all other aspects contained in the quotation are correct.
- 4.2. The Supplier reserves the right to make any change(s) in the specification that is or are required to conform with any changes in applicable legal, legislative or regulatory requirements. The Supplier shall notify the Customer of the corresponding impact on the Contract Price and time for performance arising from such changes.
- 4.3. The Customer shall comply with all applicable laws, legislation and regulations regarding use of the Goods.

5. Delivery of Goods

- 5.1. Unless otherwise agreed in writing, delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location.
- 5.2. The Customer shall inspect deliveries promptly. If the Goods do not comply with the Supplier's Proposal or the delivery note or if visible defects are identified, the Customer shall notify the Supplier in writing within 3 Business Days of delivery.
- 5.3. Any dates quoted for delivery of the Goods are approximate only, and time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods.
- 5.4. If the Customer fails to accept or take delivery of the Goods on the delivery date advised by the Supplier then:
 - 5.4.1. any instalment of the Contract Price that would become due had delivery taken place shall become due on the Business Day following the day on which the Supplier notified the Customer that the Goods were ready to be delivered; and
 - 5.4.2. the Supplier shall store the Goods until actual delivery takes place, and the Customer shall pay all the Supplier's costs and expenses of storage (including insurance).
- 5.5. If any instalment of the Contract Price that requires to be paid before delivery remains unpaid when the Supplier advises the Customer that the Goods are ready for delivery, the Supplier shall be entitled to delay delivery until the instalment is paid and any dates proposed for delivery or performance of the Supplier's subsequent obligations shall be extended accordingly.

6. Title and Risk

- 6.1. The risk in the Goods shall pass to the Customer on delivery.
- 6.2. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full for:
 - 6.2.1. the Goods;
 - 6.2.2. the Services; and
 - 6.2.3. any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.
- 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 the Supplier's bailee;
 - 6.3.2. store any of the Goods that have not yet been installed by the Supplier separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.3.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.4. not install the Goods or make any connections to it in any way;
 - 6.3.5. protect and maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery; and
 - 6.3.6. notify the Supplier immediately if it becomes subject to any Insolvency Event.
- 6.4. If before title to the Goods passes to the Customer the Customer becomes subject to any Insolvency Event, or the Supplier reasonably believes that any such event is likely to happen and notifies the Customer accordingly then, without limiting any other rights or remedies the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, may enter any premises of the Customer or of any third party holding the Goods on the Customer's behalf in order to recover them.

7. Supply of Services

- 7.1. The Supplier shall provide the Services to the Customer in accordance with the Supplier's Proposal in all material respects.
- 7.2. The Supplier shall have the right to make any changes to the Services which are necessary to comply with changes in any applicable law or safety or regulatory requirement, and shall notify the Customer of the corresponding effect on the Contract Price or time for performance arising from such changes. The Supplier shall be entitled at any time to make minor changes which do not materially affect the nature or quality of the Services.
- 7.3. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.4. Any dates provided by the Supplier for provision of Services are estimates only. The Supplier will use all reasonable endeavours to meet any dates agreed between the Customer and the Supplier for provision of Services but time is not of the essence and the Supplier shall have no liability if proposed dates for provision of the Services are not met.

7.5. The Supplier shall ensure that its staff and subcontractors observe all applicable rules and procedures at the Building and the Site.

8. Customer's obligations

- 8.1. The Customer shall:
 - 8.1.1. where applicable, provide all necessary assistance to the Supplier in relation to submission of any DNO Application;
 - 8.1.2. promptly apply for any necessary planning permission and other regulatory or third party consent required for the installation of the Goods, pursue such applications diligently and keep the Supplier informed of progress in relation to such applications; ;
 - 8.1.3. co-operate with the Supplier in all matters relating to the Contract;
 - 8.1.4. provide the Supplier with such information as the Supplier may require to perform the Contract, and ensure that such information is accurate in all material respects;
 - 8.1.5. perform any other obligations of the Customer set out in the Conditions and the Supplier's Proposal timeously;
 - 8.1.6. implement all conditions imposed on the Customer under any DNO Approval (where applicable), grant of planning permission or other third party consent required for the installation of the Goods; and
 - 8.1.7. provide Supplier and any of its representatives, suppliers, subcontractors or potential clients, sufficient access to the Delivery Location, the Building and the Site.
- 8.2. If the performance of any of the Supplier's obligations is prevented or delayed by any act or omission of the Customer or the failure of the Customer to perform any relevant obligation (including failure to obtain any planning permission or other consent required for the delivery or installation of the Goods, whether the Customer is at fault or not):
 - 8.2.1. the Supplier shall be relieved from the performance of its obligations to the extent the Customer's act or omission or the failure prevents or delays the Supplier's performance;
 - 8.2.2. the Supplier shall be entitled to a reasonable extension of time for completion of the Contract, including the period of suspension plus time for re-mobilisation; and
 - 8.2.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising from such act, omission or failure.

9. Conditions Precedent

- 9.1. Where Conditions Precedent apply, the provision of the Goods and Services by the Supplier is conditional upon the Supplier receiving evidence that all Conditions Precedent have been satisfied, in terms satisfactory to the Supplier (of which the Supplier shall be the sole judge).
- 9.2. The Supplier shall not be obliged to commence supply of Goods or Services until all the Conditions Precedent are satisfied. On the Supplier's request, the Customer shall provide the Supplier with up to date information regarding progress in relation to any outstanding Conditions Precedent.
- 9.3. The Conditions Precedent or any of them may be waived by the written agreement of the parties.
- 9.4. In the event that the Conditions Precedent are not satisfied by the date 3 months after the Contract Date pursuant to condition 2.1 the Contract shall have no further effect and the parties' obligations shall terminate, except that the Customer shall be responsible for payment of the Supplier's charges incurred in respect of work performed up to the date of termination. The Supplier shall prepare an invoice in respect of such charges and shall be entitled to deduct the amount due from any advance payment received by the Supplier prior to termination. The Supplier shall reimburse the balance of any such payments to the Customer. If the amount of the Supplier's invoice exceeds the amount of the advance payments the Customer shall be responsible for payment of the shortfall in accordance with condition 3.6.

10. Warranty

- 10.1. The Supplier warrants that:
 - 10.1.1. on delivery and during the period of 12 months, starting from successful commissioning of the Goods or 60 days from delivery, whichever is the sooner, (the 'Warranty Period') the Goods shall conform in all material respects with the specification thereof contained in the Supplier's Proposal and be free from material defects in design, materials and workmanship; and
 - 10.1.2. the installation of the Goods will be carried out with due skill and care, and in accordance with the Supplier's Proposal.
- 10.2. Subject to conditions 10.3 and 10.4, provided that:
 - 10.2.1. the Customer gives notice in writing to the Supplier promptly upon discovery, and in any event not later than the date of expiry of the Warranty Period, that the Goods or their installation do not comply with the warranty set out in condition 10.1; and
 - 10.2.2. the Supplier is given a reasonable opportunity of examining the Goods and the installation, including the opportunity to remove any of the Goods for inspectionthen, if the issue is due to a defect in design, materials or workmanship in the Goods or due to defective installation by the Supplier or its subcontractors, the Supplier shall rectify, repair or replace (at its option) any defective Goods or parts(s) thereof and/or reperform any defective element(s) of the installation of the Goods (as appropriate)

Myriad Heat and Power Products Ltd - Standard Terms and Conditions of Sale v.06.22

- free of charge to the Customer. Alternatively, the Supplier may elect to refund to the Customer an equitable proportion of the Contract Price in respect of any Goods which cannot be rectified, repaired or replaced
- 10.3. The Supplier shall not be liable for any failure of the Goods or Services to comply with the warranty set out in condition 10.1 in any of the following events:
- 10.3.1. if the Customer fails to make any payment under this Contract on or by the Due Date for payment.
- 10.3.2. if the defect arises because the Customer failed to follow the Supplier's instructions as to the handling, operation or maintenance of the Goods or the related recommendations of the manufacturer of the Goods;
- 10.3.3. if the defect amounts to an inherent or latent defect that could not reasonably have been discovered or rectified
- 10.3.4. if the customer makes any further use of the Goods after giving notice in accordance with condition 10.2
- 10.3.5. if the Customer alters, rectifies, or attempts to alter, rectify or repair any Goods or part(s) thereof without the prior written authority of the Supplier; or
- 10.3.6. if the defect arises as a result of fair wear and tear, any wilful damage or misconduct by the Customer or any of its employees, agents or subcontractors, any breach of this contract by the Customer or any of its employees, agents or subcontractors, any negligent or other act or omission of the Customer or any of its employees, agents or subcontractors (including, without limitation, any instruction or request of the Customer), or the acts and omissions of any third party (other than any subcontractor of the Supplier)
- 10.4. In respect of any Goods which are the subject of a Manufacturer's Warranty, in the event of any defect in the Goods or deficient performance the Supplier shall use reasonable endeavours to seek redress under the Manufacturer's Warranty. The Supplier's liability shall be limited to supply of such replacement Goods or components or payment of such sums (if any) as are recovered under the Manufacturer's Warranty as the Customer's sole remedy.
- 10.5. Except as otherwise expressly provided in this condition 10 or elsewhere in this contract, the Supplier shall have no liability to the Customer in respect of any failure of the Goods or Services to comply with the warranty set out in condition 10.1.
- 10.6. The provisions set out in this condition 10 shall apply to any rectified, repaired or replaced Goods and any re-performance of the installation carried out by the Supplier during the remainder of the Warranty Period only.
- 11. Intellectual Property Rights**
- 11.1. All intellectual property rights of the Supplier which arise from supply of the Goods and Services shall remain vested in the Supplier, and the Supplier grants the Customer a non-exclusive licence to use such intellectual property rights to the extent necessary for the receipt and enjoyment of the Goods and Services as user thereof, and for no other purpose.
- 11.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods or Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will allow the Supplier to licence such rights to the Customer.
- 12. Limitation of Liability**
- 12.1. Nothing in the Contract shall limit or exclude a party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.
- 12.2. Subject to condition 12.1:
- 12.2.1. the Supplier shall under no circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss including but not limited to loss of profit, income, revenue, production or plant availability, loss of use or availability of any premises or for any third party losses (including damage to third party property), anticipated savings, opportunity data, or goodwill, arising under or in connection with the Contract;
- 12.2.2. except and to the extent expressly provided for in the Conditions, the Supplier shall have no liability to the Customer in respect of the breach of any Warranty; and
- 12.2.3. the Supplier's total liability to the Customer in respect of all other losses for which the Supplier is liable under or in connection with the Contract, whether in contract, tort, breach of statutory duty, or otherwise, shall in no circumstances exceed 10% of the Contract Price.
- 12.3. The Supplier does not exclude any warranties implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 at law in relation to title to the Goods or Services.
- 12.4. Except as set out in the Conditions or the Supplier's Proposal, all warranties, conditions, and other terms implied by statute or common law (including implied warranties of satisfactory quality and of suitability or fitness for a particular purpose) are, to the fullest extent permitted by law, excluded from the Contract.
- 13. Termination**
- 13.1. If the Customer:
- 13.1.1. fails to pay by the Due Date the amount properly due to the Supplier in respect of any invoice;
- 13.1.2. fails to remedy any breach of contract or other default on the part of the Customer; or
- 13.1.3. fails to obtain planning permission or any other permission or consent required for the delivery or installation of the Goods
- the Supplier shall give to the Customer a notice specifying the breach or failure.
- 13.2. If a specified breach or failure which is capable of being remedied by the Customer remains unremedied for 21 days from the date of the notice the Supplier may at any time by further notice to the Customer terminate the Contract.
- 13.3. If the specified breach or failure is incapable of remedy or the Customer becomes subject to an Insolvency Event, the Supplier may by notice to the Customer terminate the Contract with immediate effect.
- 13.4. On termination of the Contract:
- 13.4.1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding invoices and any applicable interest and, in respect of Goods or Services supplied or any additional cost incurred by the Supplier arising from the default or termination 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;
- 13.4.2. if so requested the Customer shall return any of the Goods not yet paid for, along with the Supplier's materials, plant, tools and equipment, and if the Customer fails to do so the Supplier may enter the Customer's or any third parties premises and take possession of the relevant Goods and other items. Until they have been returned to the Supplier the Customer shall be solely responsible for their safe keeping and will not use the said Goods or other items for any purpose;
- 13.4.3. the Customer will be liable for all loss and expense suffered or incurred by the Supplier as a result of the termination, including (without limitation) any diminution in the value of any Goods returned to the Supplier, and loss of profit;
- 13.4.4. 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.
- 13.5. If the Contract involves more than one Site and the matter giving rise to a right of termination relates to one Site only, the Supplier may, at its option, elect to terminate the Contract in respect of that Site only. In that event the Contract shall continue in force in relation to the other Sites.
- 14. General**
- 14.1. Force Majeure. For the purposes of this Contract "Force Majeure 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 another party), failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or the default of suppliers or subcontractors.
- 14.2. 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, and the time for performance by the Supplier shall be extended by a period equivalent to the time during which the Force Majeure Event prevented or delayed the Supplier's performance.
- 14.3. If a Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 13 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.
- 14.4. Assignment and subcontracting. 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.
- 14.5. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its obligations under the Contract.
- 14.6. Notices. Any notice or communication required to be given to a party under or in connection with this Contract shall be in writing and may be given or served by any effective means to the recipient at the address specified in the Supplier's Proposal or such other address as it may notify to the other party. If no such address is current, the notice or other communication shall be treated as effectively given or served if addressed and sent by pre-paid post to the recipient's last known principal business address or (if a body corporate) its registered office.
- 14.7. Waiver and cumulative rights. A waiver by the Supplier 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 the Supplier 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.
- 14.8. Unless expressly provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

Myriad Heat and Power Products Ltd - Standard Terms and Conditions of Sale v.06.22

- 14.9. Agency. Nothing in the Contract is intended or shall be deemed to constitute a partnership or joint venture of any kind between the Supplier and the Customer, nor constitute either party the agent of the other party for any purpose. Neither party shall have the authority to act as agent for, or to bind, the other party in any way.
- 14.10. Confidentiality. The Customer shall not disclose Confidential Information unless:
 - 14.10.1. disclosure is necessary for the proper performance of the Contract;
 - 14.10.2. it is in the public domain other than due to wrongful use or disclosure; or
 - 14.10.3. disclosure is required by law.
- 14.11. Severance. If a court or any other competent authority finds that any provision of the Contract (or any 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.
- 14.12. 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.
- 14.13. Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provision of the Contract, nothing in the Contract confers or is intended to confer any right to enforce any of its terms on any party who is not a party to it.
- 14.14. 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 the Supplier. The Supplier reserves the right to impose additional charges and/or amend the time for performance before agreeing to any proposed variation
- 14.15. Extension of Time. As soon as reasonably possible after the occurrence of a delay arising from the Customer's instructions or lack of instructions or any Force Majeure Event the Supplier shall establish and detail the likely consequences thereof and shall serve notice on the Customer of what it considers would be a fair and reasonable extension of the time for performance of the Supplier's obligations. The Customer shall accept such extension of time to any dates unless the Customer can clearly demonstrate such an extension would be unreasonable.
- 14.16. Applicable law. 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.