

HYDRATECH

Terms & Condition of Sale

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

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 15.8.

Contract: the contract between Hydratech and the Customer for the supply of Goods and/or Services comprising the Order Acknowledgement and these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from Hydratech. Deliverables: the deliverables set out in the Order Acknowledgement.

Delivery Location: has the meaning set out in clause 4.1.

Force Majeure Event: has the meaning given to it in clause 15.1(a).

Goods: the goods (or any part of them) set out in the Order Acknowledgement.

Hydratech: Hydratech is a division of Liquitherm Technologies Group Ltd registered in England and Wales with company number 03651123 at 5 Europa Way, Swansea West Business Park, Fforestfach, Swansea SA5 4AJ.

Hydratech Fee Schedule: the list of service fees charged by Hydratech from time to time. Hydratech Materials: has the meaning set out in clause 8.1(g).

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

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 order, as the case may be.

Order Acknowledgement: the order acknowledgement form issued by Hydratech in accordance with Condition 2.2.

Services: the services supplied by Hydratech to the Customer as set out in the Order Acknowledgement. Service Specification: the description or specification for the Services set out in the Order Acknowledgement.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) 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;
- (d) 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
- (e) a reference to writing or written includes faxes and digital communications (including 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 or any order sent to Hydratech shall be accepted entirely at the discretion of Hydratech and if so accepted, will only be accepted upon these Conditions when Hydratech issues an Order Acknowledgement to the Customer at which point and on which date the Contract shall come into existence.

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 Hydratech which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by Hydratech and any descriptions of the Goods or illustrations or descriptions of the Services contained in Hydratech's 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.
- 2.6 Any quotation given by Hydratech shall not constitute an offer, and is only valid for a period of twenty (20) Business Days from its date of issue or as explicitly set out in writing by Hydratech.
- 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 Hydratech's Order Acknowledgement.
- 3.2 Hydratech reserves the right to amend the specification of the Goods set out in the Order Acknowledgement if required by any applicable statutory or regulatory requirements.

4. Delivery of Goods

- 4.1 Hydratech shall deliver the Goods at or to the location set out in the Order Acknowledgement or such other location as the parties may agree (Delivery Location) at such time as is specified in the Order Acknowledgement (or otherwise agreed in writing by the parties).
- 4.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location (or if the Goods are to be delivered by Hydratech ex-works then upon collection from the Delivery Location by the Customer or its nominee).
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Hydratech 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 Hydratech with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If Hydratech 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. Hydratech 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 Hydratech with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.5 If the Goods are made available for delivery to the Customer in accordance with clause 4.1 and 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 Hydratech's failure to comply with its obligations under the Contract in respect of the Goods) Hydratech has the option to give the Customer five (5) Business Days notice in writing to accept or take delivery. After this period:
- (a) 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 Hydratech notified the Customer that the Goods were ready; and
 - (b) Hydratech shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If twenty (20) Business Days after Hydratech notifies the Customer that the Goods were ready for delivery (in accordance with Clause 4.5) the Customer has not accepted or taken delivery of them, Hydratech 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.

5. Quality of Goods

- 5.1 Subject to Clause 3.2 Hydratech warrants that on delivery, and for a period of 12 months (or such period specified in the Order Acknowledgement) from the date of delivery (Warranty Period), the Goods shall:
- (a) conform in all material respects with their description and any specification of the Goods in the Order Acknowledgement;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the of Goods Act 1979).
- 5.2 Subject to clause 5.3, if:
- (a) the Customer gives notice in writing during the Warranty Period that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
 - (b) Hydratech is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by Hydratech) returns such Goods to Hydratech's place of business at the Customer's costs; then Hydratech shall, at its option, repair, make good or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 Hydratech shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - (b) the defect arises because the Customer failed to follow Hydratech's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or system within which they are contained or (if there are none) good trade practice;
 - (c) the defect arises as a result of Hydratech following any drawing, design or Specification of the Goods supplied by the Customer;



- (d) the Customer alters or repairs such Goods without the written consent of Hydratech;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - (f) the Goods differ from their description (or any specification of the Goods in the Order Acknowledgement) as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5 (and subject to Clause 12), Hydratech 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 Hydratech under clause 5.2.

6. Title and risk

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery. Title to the Goods shall not pass to the Customer until Hydratech has received payment in full for the Goods; and any other goods that Hydratech has supplied to the Customer in respect of which payment has become due.
- 6.2 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as Hydratech's bailee;
 - (b) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Hydratech's behalf from the date of delivery;
 - (c) notify Hydratech immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l); and
 - (d) give Hydratech such information relating to the Goods as Hydratech may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
- 6.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l), or Hydratech 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 Hydratech may have, Hydratech may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services

- 7.1 Hydratech shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 Hydratech shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Acknowledgement but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Hydratech 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 Hydratech shall notify the Customer in any such event.
- 7.4 Hydratech warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Customer's obligations

- 8.1 The Customer shall:
- (a) ensure that the terms of its Order (and any written information given to Hydratech prior to the issue of the Order Acknowledgement which Hydratech relies on in entering the Contract) are complete and accurate;
 - (b) co-operate with Hydratech in all matters relating to the Services;
 - (c) provide Hydratech, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Hydratech to provide the Services;
 - (d) provide Hydratech with such information as Hydratech may reasonably require to supply the Services, and ensure that such information is timely and accurate in all material respects;
 - (e) if reasonably necessary prepare the Customer's premises for the supply of the Services;
 - (f) obtain and maintain all necessary licences, permissions and consents (including without limit the consent of the relevant third party manufacturer to the installation of the Goods) which may be required for the Services before the date on which the Services are to start; and
 - (g) keep and maintain all materials, equipment, documents and other property of Hydratech (Hydratech Materials) at the Customer's premises in safe custody at its own risk, maintain the Hydratech Materials in good condition until returned to Hydratech, and not dispose of or use the Hydratech Materials other than in accordance with Hydratech's written instructions or authorisation.
- 8.2 If Hydratech's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- (a) Hydratech 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 Hydratech's performance of any of its obligations;
 - (b) Hydratech shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from a Hydratech's failure or delay to perform any of its obligations as set out in this clause 8.2; and



- (c) the Customer shall reimburse Hydratech on written demand for any costs or losses sustained or incurred by Hydratech arising directly or indirectly from the Customer Default.

9. Charges and payment

- 9.1 The price for Goods shall be the price set out in the Order Acknowledgement or, if no price is quoted, the price set out in Hydratech's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, installation, testing, insurance, and the cost of transport of the Goods all of which shall be paid by the Customer when it pays for the Goods).
- 9.2 The charges for Services shall be set out in the Order Acknowledgement. Any additional Services shall be charged on a time and materials basis:
- (a) the charges shall be calculated in accordance with Hydratech's standard daily fee rates, as set out in the Hydratech Fee Schedule; and
- (b) Hydratech shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Hydratech engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, congestion charges, road tolls, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Hydratech for the performance of the Services, and for the cost of any materials.
- 9.3 Hydratech reserves the right to increase the price of the Goods and Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods or delivery of the Services or both to Hydratech due to:
- (a) any factor beyond the control of Hydratech (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 Services specification or the specification of the Goods set out in the Order Acknowledgement; or
- (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Hydratech adequate or accurate information or instructions in respect of the Goods.
- 9.4 Unless otherwise agreed in the Order Acknowledgement, Hydratech shall invoice the Customer on or at any time after delivery of the Goods or the provision of the Services.
- 9.5 Unless otherwise agreed in the Order Acknowledgement the Customer shall pay each invoice submitted by Hydratech:
- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by Hydratech, and time for payment shall be of the essence of the Contract.
- 9.6 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 Hydratech to the Customer, the Customer shall, on receipt of a valid VAT invoice from Hydratech, pay to Hydratech such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.7 Without limiting any other right or remedy of Hydratech, if the Customer fails to make any payment due to Hydratech under the Contract by the due date for payment (Due Date), Hydratech shall have the right to charge interest on the overdue amount at the rate of four (4) 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.
- 9.8 In addition to charging interest after the Due Date (as specified in Clause 9.7) Hydratech may suspend performance of its obligations in the Contract without penalty until such time as all sums owed by the Customer and outstanding after the Due Date have been paid.
- 9.9 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 Hydratech in order to justify withholding payment of any such amount in whole or in part. Hydratech may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Hydratech to the Customer.

10. Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Hydratech.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods and Services, the Customer's use of any such Intellectual Property Rights is conditional on Hydratech obtaining a written licence from the relevant licensor on such terms as will entitle Hydratech to license such rights to the Customer.
- 10.3 All the Hydratech Materials are the exclusive property of Hydratech.

11. Confidentiality

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving

Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.

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

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

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); and
- (e) defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1:

- (a) The liability of Hydratech to the Customer for loss or damage caused by the negligence or breach of the Contract shall be limited to damage to property (other than goodwill or other intangible property for which Hydratech shall not be liable).
- (b) Hydratech shall under no circumstances whatever be liable to the Customer for any misrepresentation (unless it is fraudulent) or otherwise be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever, for any indirect or consequential loss, loss of revenue, loss of profits, loss of business, contracts or goodwill or operational time howsoever caused and of whatsoever nature suffered by the Customer arising under or in connection with the Contract ("the Loss") whether the Loss is a direct or indirect consequence of any failing by Hydratech; and
- (c) Subject to Clause 12.2(a) and Clause 12.2(b) Hydratech's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the contract price as detailed on the Order Acknowledgement.

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

This clause 12 shall survive termination of the Contract.

13. Termination

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

- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within twenty (20) Business Days after receipt of notice in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Business Days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(i) (inclusive);
- (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.



- 13.2 Without limiting its other rights or remedies, Hydratech may terminate the Contract:
- (a) by giving the Customer sixty (60) Business Days written notice;
 - (b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, Hydratech 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 Hydratech if:
- (a) the Customer fails to make pay any amount due under this Contract on the due date for payment; or
 - (b) the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l), or Hydratech reasonably believes that the Customer is about to become subject to any of them.

14. Consequences of termination

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Hydratech all of Hydratech's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Hydratech shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Hydratech Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Hydratech 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;
- (c) 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
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. General

15.1 Force majeure:

- (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Hydratech 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 Hydratech's or subcontractors.
- (b) Hydratech 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.
- (c) If the Force Majeure Event prevents Hydratech from providing any of the Services and/or Goods for more than forty (40) Business Days, Hydratech shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15.2 Assignment and subcontracting:

- (a) Hydratech 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.
- (b) The Customer shall not, without the prior written consent of Hydratech, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by 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.
- (b) 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, on the next Business Day after transmission.
- (c) This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

15.4 Waiver and cumulative remedies: 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. Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.

- 15.5 Severance: 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. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.6 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 other party in any way.
- 15.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 15.8 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 Hydratech.
- 15.9 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, the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

