

## CHEMOSTRAT LIMITED TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT AND THE SUPPLY OF SERVICES

### 1. Definitions

1.1 “Authorised Representative” means an officer of the party which such officer represents; “Customer” means the person who accepts Chemostrat's written quotation for the hire of Equipment or supply of services or whose written order for the hire of Equipment or supply of Services is accepted by Chemostrat; Chemostrat means CHEMOSTRAT LIMITED whose registered office is at Unit1, Ravenscroft Court, Buttington Enterprise Park, Welshpool, Powys, SY21 8SL and includes its successors and assigns; "Contract" means each and every contract for the hire of equipment and/or for the sale and purchase of Services; “Day” means any period of twenty four hours; "Equipment" means any equipment, plant, machinery or tools of whatsoever kind and shall include any additional equipment, accessories, oil and gas cylinders for the same let or supplied by Chemostrat to the Customer; “Hire Period” shall mean the period of hire commencing when the Equipment leaves Chemostrat’s premises and ending when the Equipment is received back at Chemostrat’s premises; "Services" means the services which Chemostrat is to supply in accordance with these Terms; "Terms" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms or conditions agreed in writing between the Customer and Chemostrat and signed by both parties.

1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in these Terms are for convenience only and shall not affect their interpretation.

### 2. Basis of the Contract

2.1 Chemostrat shall sell the Services and/or hire the Equipment and the Customer shall purchase the Services and/or the hire of Equipment in accordance with Chemostrat's written quotation (once accepted by the Customer), or the Customer’s purchase order (if accepted by Chemostrat) subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2.2 No variation to these Terms shall be binding unless agreed in writing between the Authorised Representatives of the Customer and Chemostrat.

2.3 Chemostrat's employees or agents are not authorised to make any representations concerning the Equipment hire/Services unless confirmed by an officer of Chemostrat in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations, which are not so confirmed, but nothing in these Terms affect the liability of either party for fraudulent misrepresentation.

- 2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Chemostrat shall be subject to correction without any liability on the part of Chemostrat.

### **3. Orders and specifications**

- 3.1 No order submitted by the Customer shall be deemed to be accepted by Chemostrat unless and until confirmed in writing by Chemostrat's Authorised Representative.
- 3.2 The Customer shall be responsible to Chemostrat for ensuring the accuracy of the terms of any order.
- 3.3 No order which has been accepted by Chemostrat may be cancelled by the Customer except with the agreement in writing of Chemostrat and on terms that the Customer shall indemnify Chemostrat in full against all loss (including loss of profit), costs (including the cost of all labour), damages, charges and expenses incurred by Chemostrat as a result of cancellation.

### **4. Provision of Services**

- 4.1 Save where otherwise agreed in writing, the Customer shall be responsible for the extraction packaging and transit of samples and the avoidance of contamination. All samples, data and other information supplied by the Customer to Chemostrat shall at all times be at the Customer's own risk including whilst in the possession of Chemostrat. The Customer shall be responsible for keeping samples, data and Customer provided information fully insured at all times during transit to or from Chemostrat and during any period of retention or testing by Chemostrat.
- 4.2 Where Chemostrat is asked to arrange collection of samples, Chemostrat shall charge the Customer the then prevailing day rate for each Day or part of a Day that any individual is involved in the transportation, together with out of pocket expenses, accommodation, travel and food.
- 4.3 Chemostrat may where appropriate, and upon request by the Customer, provide an on site analysis service. Where Chemostrat agrees to provide an on site analysis, the Customer shall provide the Chemostrat employee with a suitable and safe working environment and shall, at all times be responsible for such employee and all Chemostrat equipment on site and shall maintain all necessary insurances at levels in keeping with good industry practice.
- 4.4 In providing the Services, Chemostrat shall use reasonable endeavours to carry out analysis and prepare reports in accordance with good industry practice. Where Chemostrat deems it appropriate, Chemostrat will, at the expense of the Customer, wash and prepare the sample prior to analysis.
- 4.5 All analyses and interpretations expressed by Chemostrat or its agents are based on information and samples supplied by the Customer, or its agents, as received by Chemostrat or its agents. All results and reports are strictly confidential and for the exclusive use of the Customer.
- 4.6 Opinions expressed and information provided by Chemostrat, its officers, employees and agents, whether expressed or provided verbally or in writing, represent the best judgement of Chemostrat based upon the samples provided to Chemostrat by the

Customer or its agents. Neither Chemostrat, its officers, employees or agents assume any responsibility for, and offer no warranty as to the correctness, accuracy or viability of any such opinion or information and shall not (subject to clause 12.3) be liable to the Customer in relation to any reliance which the Customer or any third party may place on such opinion or information, or from any consequences arising therefrom including but not limited to direct, indirect and consequential loss.

4.7 Upon completion of the report, Chemostrat shall make the report available to the Customer. All rights in the report, including copyright, shall remain the property of Chemostrat and the Customer shall not be entitled to reproduce the report without Chemostrat's prior written agreement. Reports can be made available in both machine readable and paper format. Chemostrat will provide the Customer with two copies of the final report which will be issued and delivered to the Customer in, at the discretion of the Customer, either electronic or machine readable format. Extra copies of the Report shall be charged to the Customer as specified in the Chemostrat proposal/order confirmation. Chemostrat may from time to time make available to the Customer portal access to Chemostrat's IT system to enable the Customer to access and download the completed report. In making such a facility available, Chemostrat shall use reasonable endeavours to maintain availability of this service but shall be under no obligation to do so and shall not be liable to the Customer in the event that the portal access is unavailable at any given time.

4.8 Where requested by the Customer, Chemostrat will present the testing results to the Customer. Where the Customer requests such service, Chemostrat shall charge the Customer the then prevailing day rate for each Chemostrat employee for each Day or part of a Day engaged in travelling or presenting, together with out of pocket expenses, accommodation, travel and food.

4.9 Chemostrat shall be entitled to retain samples (or parts of samples) following analysis and reporting.

4.10 Upon request by the Customer and subject to clause 4.9, Chemostrat shall return any unused samples to the Customer. Any such return is at the Customer's risk and the Customer shall be liable for all associated packaging and transport costs.

4.11 Chemostrat will be entitled (without reference to the Customer) to destroy all samples following sixty (60) days from the date of the delivery of Chemostrat's report to the Customer. Should the Customer require Chemostrat to maintain samples beyond this date, such retention charges will be charged to the Customer monthly in arrears and shall be applied on a daily basis at the rate notified to the Customer by Chemostrat from time to time.

## 5. Provision of Hire Equipment

5.1 Equipment is offered subject to it being available and in working order at all material times.

5.2 Equipment may be charged on a daily, weekly or monthly basis as set out in Chemostrat's written quotation. Any request by the Customer for any extension to any agreed Hire Period will be considered by Chemostrat but Chemostrat reserves the right and will be entitled to decline any such request and require the return of the Equipment upon the expiry of the Hire Period.

- 5.3 Chemostrat will be entitled to set a minimum hire period.
- 5.4 The Customer shall inform Chemostrat upon it becoming aware that the Equipment is to be returned to Chemostrat and will provide Chemostrat with confirmation of expected day and time of return to Chemostrat's premises.
- 5.5 Equipment will only be accepted at Chemostrat's premises during Monday to Friday (excluding public and bank holidays) between 09.00 and 17.30. Any delivery outside of these hours may be rejected and the Customer will be liable for the further period of hire until the Equipment is properly returned to Chemostrat.
- 5.6 The Customer shall and does hereby indemnify Chemostrat against claims, demands, proceedings, damages, costs, charges and expenses for damage to property and injury to persons arising out of or in connection with the use of the Equipment during the Hire Period and arising otherwise than as a result of the negligence of Chemostrat.
- 5.7 Chemostrat accepts no liability whatsoever for any direct, indirect or consequential loss due to or arising out of any breakdown, incorrect calibration, stoppage, delay, detention, non-availability and non-arrival of the Equipment or due to or arising out of any defect whatsoever in the same nor for any damage to other property of the Customer or third parties out of such use or any loss or damage which may result from the use of any ancillary Equipment supplied with the main Equipment unless the whole of such loss or damage results from the negligence of Chemostrat.
- 5.8 The Equipment shall not be operated except by the person or persons nominated by the Customer after that person or persons have been assessed as having the requisite skills and qualifications to set up and use such Equipment or have received instructions from Chemostrat's representative or agent in the use of such Equipment. The Customer undertakes to ensure that no one uses the Equipment who is not properly instructed. The Customer shall ensure that the Equipment will not be set up, dismantled or drained and packaged for return to Chemostrat, by any person not so trained.
- 5.9 The Customer shall not sub-let or part with possession of the Equipment or any part thereof to any third party or allow removal of the same from the premises to which it was delivered to a destination not previously agreed in writing by Chemostrat and shall upon request allow access to Chemostrat's employees or agents at all reasonable times to assess the condition of the Equipment.
- 5.10 The Customer shall use all reasonable endeavours to ensure that the Equipment can be stored and maintained on the premises to which it is delivered and will observe all necessary safety, regulations applicable in the territory in which it is used.
- 5.11 Where Equipment requires, before use the addition of, and after use the removal from the Equipment, oil, gas, lubricants or other ancillary Equipment, the Customer will be responsible for ensuring such addition to and removal from the Equipment and shall indemnify Chemostrat in respect of all losses, damage, costs, charges and expenses which may be occasioned by the failure to observe and properly perform this condition in whole or in part.
- 5.12 The Customer will not re-hire, sell, mortgage, charge, pledge, create any lien over or part with possession of or otherwise deal with the Equipment except as previously agreed in writing by Chemostrat and will protect the Equipment against any distress, execution or seizure and shall indemnify and keep indemnified Chemostrat against all losses, damage,

costs, charges and expenses which may be occasioned by the failure to observe and perform this condition.

## **6. Price**

- 6.1 The price of the Equipment hire/Services shall be Chemostrat's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Chemostrat's published price list current at the date of acceptance of the order. All prices quoted are valid for thirty (30) days only or until earlier acceptance by the Customer, after which time they may be altered by Chemostrat without giving notice to the Customer.
- 6.2 Chemostrat reserves the right, by giving written notice to the Customer at any time before delivery, to increase the price of the Equipment hire/Services to reflect any increase in the cost to Chemostrat which is due to any factor beyond the control of Chemostrat (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials, fuel and utilities), any change in delivery dates, quantities or specifications for the Equipment hire/Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Chemostrat adequate information or instructions
- 6.3 Except as otherwise stated in Chemostrat's written quotation, subject to these Terms, the Customer shall be responsible for arranging and shall be liable to pay all charges for transport, packaging and insurance.
- 6.4 The price of Equipment hire/Services are exclusive of any applicable value added tax, which, where applicable the Customer shall be additionally liable to pay to Chemostrat.
- 6.5 Prices quoted shall, unless otherwise agreed in writing, be in pounds Sterling and all payments are to be made in UK pounds Sterling. Where Chemostrat agrees in writing to invoice in any other Currency, then payment must be received by Chemostrat in that Currency.
- 6.6 Where a currency other than UK pounds Sterling is agreed and on the date that payment is received by Chemostrat, the rate of the UK pound has fallen by six (6%) or more percentage points against the currency in which payment is received, (as measured by the Lloyds TSB Bank Plc published exchange rate applied (i) on the date of Chemostrat's written quotation, or the date on which Chemostrat accepted the Customer's purchase order; and (ii) with the rate applied by Lloyds TSB Bank Plc on the date of receipt of payment. Where any such shortfall applies, Chemostrat shall within a reasonable period notify the Customer in writing of the amount of the shortfall and raise a further invoice in respect of the shortfall balance. Any such invoice shall be payable by the Customer within ten (10) days of the issue of the further invoice.

## **7. Terms of payment**

- 7.1 Subject to any special terms agreed in writing between the Authorised Representatives of Customer and Chemostrat, Chemostrat may invoice the Customer for the price of the Equipment hire on or at any time after delivery of the Equipment. For the supply of the Services, payment shall be payable as to 50% upon receipt by Chemostrat of the Sample/data with the balance due upon delivery by Chemostrat of the report.

- 7.2 A deposit may be required from Customers who do not have an account with Chemostrat for Equipment hire/Services.
- 7.3 The Customer shall pay the price of the Equipment hire/Services within 30 days of the date of Chemostrat's invoice (without any deduction, counter claim or set off). Chemostrat shall be entitled to recover the price notwithstanding that delivery of the Equipment may not have taken place and Services may not have been performed. The time of payment of the price shall be of the essence of the Contract.
- 7.4 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to Chemostrat, Chemostrat may:
- (a) cancel the Contract or suspend any further Equipment hire/Services to the Customer;
  - (b) appropriate any payment made by the Customer to such of the Equipment hire charges/Services supplied under any other contract between the Customer and Chemostrat as Chemostrat may think fit; and
  - (c) charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of three (3) per cent per annum above Lloyds TSB Bank Plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 7.5 Chemostrat may withdraw credit facilities at any time and without notice.

## **8. Delivery**

- 8.1 All deliveries to the Customer of Hire Equipment or Samples shall be made by the Customer collecting such Equipment/Samples at Chemostrat's premises at any time after Chemostrat has notified the Customer that the Equipment/samples are ready for collection, or, if some other place for delivery is agreed in writing by Chemostrat, by Chemostrat delivering the Equipment/samples to that place.
- 8.2 Any dates quoted for delivery of the Equipment/samples/reports are approximate only and Chemostrat shall not be liable for a delay in delivery howsoever caused. Time for delivery shall not be of the essence of the Contract. The Equipment/samples may be delivered/Services performed by Chemostrat in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 8.3 Where the Equipment/samples/reports are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Chemostrat to deliver any one or more of the instalments in accordance with these Terms or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 8.4 If Chemostrat fails to deliver the Equipment/samples/reports (or any instalment) or to provide the Services for any reason other than any cause beyond Chemostrat's reasonable control or the Customer's fault, and Chemostrat is accordingly liable to the Customer, Chemostrat's liability shall be limited to:
- 8.4.1 in respect of the hire of Equipment, the Contract price for such hire; and

8.4.2 in respect of Services, the intrinsic value of the Sample being the subject of the Contract. For the avoidance of doubt, "intrinsic value" does not include any cost relating to the extraction or replacement of a Sample.

## 9. Risk and property

9.1 Risk of damage to or loss of the Equipment shall pass to the Customer:

- (a) in the case of Equipment to be delivered at Chemostrat's premises, at the time when Chemostrat notifies the Customer that the Equipment is available for collection; or
- (b) in the case of Equipment to be delivered otherwise than at Chemostrat's premises, such as where Chemostrat agrees in writing to deliver install and test the Equipment, at the time of delivery to the Customer's premises; or
- (c) if the Customer wrongfully fails to take delivery of the Equipment in accordance with these terms, the time when Chemostrat has tendered delivery of the Equipment.

9.2 Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of these Terms title in the Equipment on hire shall not pass to the Customer and the Customer shall hold the Equipment as Chemostrat's fiduciary agent and bailee, and shall keep Equipment properly stored protected and insured and identified as Chemostrat's property.

9.3 Chemostrat may at any time require the Customer to deliver up the Equipment to Chemostrat and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.

9.4 Without prejudice to any other rights which Chemostrat may have at law, the Customer warrants that it has authority to give and does hereby give to Chemostrat a general contractual lien over any sample, any Customer property provided to Chemostrat and any documentation which may be in the possession of Chemostrat in respect of any sums payable or which may become due and payable to Chemostrat under this Agreement or otherwise.

## 10. Warranties and liability

10.1 Subject to the following provisions Chemostrat warrants that the supply of the hire Equipment/provision of Services will correspond with their specification at the time of delivery and that the hire Equipment will be quality control tested prior to delivery.

10.2 The above warranty is given by Chemostrat subject to the following conditions:

- (a) Chemostrat shall be under no liability in respect of any defect arising from wilful damage, negligence, abnormal storage conditions, failure to follow Chemostrat's instructions (whether oral or in writing), misuse, tampering or alteration or repair of the Equipment without Chemostrat's prior written approval;

- (b) Chemostrat shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Equipment/Services has not been paid by the due date for payment.
- 10.3 Where a valid claim in respect of any of the Equipment which is based on a defect in the condition or useability of the Equipment or its failure to meet specification is notified to Chemostrat in accordance with these Terms, Chemostrat may replace the Equipment (or the part in question) or, at Chemostrat's sole discretion, refund to the Customer the price of the Equipment hire (or a proportionate part of the price), in which case Chemostrat shall have no further liability to the Customer.
- 10.4 Except in respect of death or personal injury caused by Chemostrat's negligence, Chemostrat shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Chemostrat, its employees or agents or otherwise) which arise out of or in connection with the supply of the Equipment hire.
- 10.5 Chemostrat shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of Chemostrat's obligations in relation to the Equipment hire/Services.
- 10.6 Neither Party shall be liable for any failure to perform its obligations (excluding payment obligations) or delay in performance of the same under any Contract where such failure or delay is due to Acts of God, war, invasion, or military action, acts, orders, regulations of Government, the United Nations or any like constituted body, civil disturbance, strikes, lock outs, trade disputes causing cessation or slow-down of work, or inability to procure material after due and timely diligence, late deliveries from sub-contractors or suppliers breakdown of machinery, fire, flood or accident or any cause beyond the control of either Party whether or not similar to the causes specifically mentioned herein.

## **11. Quality/Description**

- 11.1 All drawings, descriptive matter specifications and advertising issued by Chemostrat and any descriptions or illustrations contained in Chemostrat's catalogues/brochures or on the website are issued or published for the sole purpose of giving an approximate idea of the Equipment hire/Services described in them. They will not form part of this Contract.
- 11.2 Chemostrat warrants that (subject to the other provisions of these Terms) upon delivery and for a period of 3 months from the date of delivery the hire Equipment will:
- (b) be reasonably fit for the purpose; and
  - (c) be reasonably fit for any particular purpose for which the Equipment is being hired if the Customer had made known that purpose to Chemostrat in writing and Chemostrat has confirmed in writing that it is accepted.
- 11.3 Chemostrat shall not be liable for a breach of any of the warranties in condition 11.2 unless:



- (a) the Customer gives written notice of the defect to Chemostrat, and (if the defect is as a result of damage in transit) to the carrier, within 5 days of the time when the Customer discovers or ought to have discovered the defect; and
- (b) Chemostrat is given a reasonable opportunity after receiving the notice of examining such Equipment and the Customer (if asked to do so by Chemostrat) returns such Equipment to Chemostrat's place of business for the examination to take place there.

11.4 Chemostrat shall not be liable for a breach of any of the warranties in condition 11.2. if:

- (a) the Customer makes any further use of such Equipment after giving such notice; or
- (b) the defect arises because the Customer failed to follow Chemostrat's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or
- (c) the Customer alters, calibrates or repairs such Equipment without the prior written consent of Chemostrat.

11.5 Chemostrat's liability for breach of any warranty shall be limited in accordance with these Terms.

## 12. Limitation of Liability

12.1 Subject to condition 11, the following provisions set out the entire financial liability of Chemostrat (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of these Terms and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these conditions excludes or limits the liability of Chemostrat for death or personal injury caused by Chemostrat's negligence or for fraudulent misrepresentation.

12.4 Subject to conditions 12.2 and 12.3:

- (a) Chemostrat's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract price; and
- (b) Chemostrat shall not be liable to the Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 13. Insolvency of the Customer

13.1 This clause 13 applies if:

- (a) the Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- (c) the Customer ceases, or threatens to cease, to carry on business; or
- (d) Chemostrat reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly; or
- (e) anything analogous to the above in another jurisdiction occurs.

13.2 If this clause applies then, without limiting any other right or remedy available to Chemostrat, Chemostrat may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Equipment has been delivered the Hire Term shall immediately cease and the Equipment must be returned immediately at the Customer's expenses. Where the Customer fails to return the Equipment the provisions of clauses 7.4 and 9.3 shall be deemed to apply.

#### 14. Anti-Bribery Policy

14.1 The Customer shall:

- 14.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- 14.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 14.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and condition 14.1.2, and will enforce them where appropriate;
- 14.1.4 promptly report to Chemostrat any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract; and
- 14.1.5 immediately notify Chemostrat (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract).

14.2 The Customer shall ensure that any person associated with the Customer who is purchasing the Services and/or the hire of Equipment in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Customer in this condition 14 (**Relevant Terms**). The Customer shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Chemostrat for any breach by such persons of any of the Relevant Terms.

14.3 For the purpose of this condition 14, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this condition 14 a person associated with the Customer includes but is not limited to any subcontractor of the Customer.

## 15. General

15.1 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

15.2 No waiver by Chemostrat of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

15.4 Any dispute arising under or in connection with any Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society of England and Wales, in accordance with the rules of the Association.

15.5 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.

15.6 Chemostrat shall be entitled to assign its rights and obligations under this agreement.