

1. Interpretation

1.1. In these Terms:

"Advice Sheet"	means a written statement supplied by CPT LTD to the Client in relation to each product supplied by CPT LTD which includes but without limitation details of use, storage and application;
"Carrier"	means a firm or company who have been instructed by CPT LTD to deliver the Goods to the Client in accordance with the Contract;
"Client"	means the person, firm or company named in the Order Confirmation or whose order for the Goods and/or Services is accepted by CPT LTD;
"Client Material"	means any documents, plans, drawings, specifications, details, picture or any other record of information in any form provided by the Client to CPT LTD in connection with the Goods and/or the Services;
"Contract"	means the contract for the sale and purchase of the Goods and/or Services;
"Goods"	means the goods (including any instalment of the goods or any parts for them) which CPT LTD is to supply in accordance with these Terms;
"IPR"	include but are not limited to copyrights, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), database rights and proprietary information rights;
"Order Confirmation"	means an order confirmation from CPT LTD accepting the Client's order;
"Quotation"	means a quotation issued by CPT LTD to the Client in Writing in response to an enquiry made by the Client which may include but without limitation details of the Goods and/or Services and the related charges;
"CPT LTD"	means Concrete Preservation Technologies Limited (registered number 5414332);
"CPT Ltd Material"	means the Advice Sheet, any documents, plans, drawings, specifications, details, data or other information provided by CPT LTD to the Client relating to the Goods and/or Services;
"Services"	means the services (or any part thereof) which CPT LTD is to supply in accordance with these Terms which may include but without limitation advice and/or training on the use of the Goods;
"Terms"	means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Client and CPT LTD;
"Writing"	and any similar expression, includes electronic mail, facsimile transmission and comparable means of communication

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.

1.3. The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Basis of the sale

2.1 CPT LTD shall sell and the Client shall purchase the Goods and/or Services, as the case may be, in accordance with the Order Confirmation, subject to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such order is made or purported to be made, by the Client. No terms or conditions endorsed upon, annexed to or enclosed with any enquiry, purchase order or other document of or submitted by the Client shall govern the Contract.

2.2. No variation or addition to any of the terms of a Contract and/or these Terms shall be binding unless agreed in Writing between the authorised representatives of the Client and CPT LTD. Unless otherwise agreed in writing such variations or additions shall only apply to the particular Contract concerned.

2.3. CPT LTD's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by CPT LTD in Writing. In entering into the Contract the Client acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4. Any advice or recommendation given by CPT LTD or its employees or agents to the Client or its employees or agents as to the application or use of the Goods and/or as to the Services which is not confirmed in Writing by CPT LTD is followed or acted upon entirely at the Client's own risk, and accordingly CPT LTD shall not be liable for any such advice or recommendation which is not so confirmed.

2.5. Any typographical, clerical or other error or omission in an Advice Sheet, any sales literature, Quotation, price list, Order Confirmation, invoice or any CPT Ltd Material shall be subject to correction without any liability on the part of CPT LTD.

3. Orders and Specifications

3.1. The Quotation submitted by CPT LTD shall not bind CPT LTD and such Quotation shall serve only as invitations for the Client to place an order.

3.2. No order submitted by the Client shall be deemed to be accepted by CPT LTD unless and until confirmed in Writing by CPT LTD through the Order Confirmation.

3.3. CPT LTD shall supply and the Client shall purchase the Goods and/or Services in accordance with the Order Confirmation and subject to these Terms.

3.4. The Client warrants:

3.4.1. the accuracy and suitability of all Client Material instruction or advice submitted by the Client or by any third party on behalf of the Client in relation to the Goods and/or Services at any time;

3.4.2. that it shall at its own expense give CPT LTD any necessary Client Material within a sufficient time to enable CPT LTD to perform the Contract in accordance with its terms.

3.5. The Client shall indemnify CPT LTD against any loss, costs, damages, charges and expenses incurred by CPT LTD as a result of the inaccuracy of the Client Material, instructions or advice or failure to supply the same within a sufficient time to enable CPT LTD to perform the Contract in accordance with its terms.

3.6. The quantity, quality, performance criteria and/or any other description relating to the use and/or non use of the Goods and/or Services and any specification for them shall be set out in the Order Confirmation and/or any applicable Advice Sheet. Unless otherwise agreed in Writing by CPT LTD all specifications and particulars of the Goods submitted by CPT LTD are approximate only and statements in relation to the same, samples, drawings, models, illustrations or other descriptive matter, whether contained in CPT LTD's website, an Advice Sheet, catalogues, price lists or otherwise shall be regarded as descriptions only and not binding as to detail.

3.7. If the Goods are to be designed, manufactured or any process is to be applied to the Goods by CPT LTD in accordance with a specification submitted by the Client, the Client shall indemnify CPT LTD against all loss, damages, costs and expenses awarded against or incurred by CPT LTD in connection with, or paid or agreed to be paid by CPT LTD in settlement of, any claim for infringement of any IPR of any other person which results from CPT LTD's use of the Client's specification or the Client Material.

3.8. CPT LTD reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to CPT LTD's specification, which do not materially affect their quality or performance.

3.9. No order which has been accepted by CPT LTD may be cancelled or varied in any way by the Client except with the agreement in Writing of CPT LTD and on terms that the Client shall indemnify CPT LTD in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by CPT LTD as a result of cancellation or variation.

4. Price of the goods

4.1. The price of the Goods and/or Services shall be as provided for in the Order Confirmation but does not include the cost of delivery which (if applicable) will be charged in addition to the value of the Goods and/or Services at the rate specified in the Order Confirmation. All prices quoted are valid for 30 days only, after which time they may be altered by CPT LTD without giving notice to the Client.

4.2. The Client shall pay to CPT LTD any additional sums which are agreed between CPT LTD and the Client for the provision of the Goods and/or Services, or, which, in the sole discretion of CPT LTD are required, including but without limitation, as a result of:-

4.2.1. significant increase in the costs of labour, materials or other costs of design and/or manufacture;

4.2.2. any change in delivery dates, designs, quantities or specifications for the Goods and/or Services which is requested by the Client;

4.2.3. or any delay caused by any instructions of the Client or failure of the Client to give CPT LTD adequate information or instructions;

4.2.4. unexpected or unforeseen complications arising;

4.2.5. the inaccuracy of any Client Material; or any other cause attributable to the Client.

4.3. The additional charges referred to in clause 4.2 shall be CPT LTD's standard charges from time to time or such other charges as may be agreed or specified by CPT LTD in writing.

4.4. Except as otherwise stated in the Order Confirmation, and unless otherwise agreed in Writing between the Client and CPT LTD, CPT LTD agrees to deliver the Goods to a place specified in the Contract.

4.5. The price and any additional charges are exclusive of any applicable value added tax, which the Client shall be

additionally liable to pay to CPT LTD at the prevailing rate from time to time.

- 4.6.** In the event that an Order Confirmation cannot reasonably be executed by CPT LTD due to any factor beyond the control of CPT LTD and/or circumstances unknown to CPT LTD, CPT LTD shall be entitled to alter the order in such manner as to enable the execution thereof and the Client shall be liable to CPT LTD for any additional costs or expenses incurred.

5. Intellectual Property Rights

- 5.1.** The property and other IPR in:-

- 5.1.1. any Client Material shall (subject to the rights of any third party) belong to the Client; and
- 5.1.2. any CPT Ltd Material or anything produced or used by CPT LTD during the provision of the Goods and/or Services, the Quotation, Order Confirmation, these Terms shall vest solely with CPT LTD and may not be reproduced except with the express written consent of CPT LTD.
- 5.1.3. The Client warrants that any Client Material and its use by CPT LTD for the purposes of providing the Goods and/or Services will not infringe the IPR or other rights of any third party and the Client shall indemnify CPT LTD against all losses, damages, legal fees, costs, expenses or other claims arising from any such infringement.

- 5.2.** Subject to the provisions of clause 5.2, in the event of any claim or action against CPT LTD on grounds that the Goods and/or Services infringe the IPR of any person, firm or company CPT LTD may if necessary replace or modify the Goods concerned or cancel the Contract or part of the Contract without liability.

- 5.3.** The Client shall promptly notify CPT LTD of any claim or action by a third party concerning infringement of IPR in relation to the Goods and/or Services. In the event of such claim or action CPT LTD shall subject to the provisions of clause 5.2 be entitled to dispute such claim or defend such action, or to take legal action against that third party, or to agree an out of court settlement with that third party and shall be entitled to exercise such powers on behalf of the Clients subject as may otherwise be agreed by CPT LTD in Writing, the Client shall refrain from taking any such action and in all cases the Client shall give CPT LTD its full co-operation.

6. Terms of payment

- 6.1.** New credit accounts are subject to a credit limit that will be confirmed in Writing by CPT LTD if and when a credit account is opened. The credit limit may be varied at CPT LTD's discretion and Written notification of any change will be given except where these Terms have been breached or where the provisions of clause 6.4 apply.
- 6.2.** Subject to any special terms agreed in Writing between the Client and CPT LTD, CPT LTD may invoice the Client for the price of the Goods and/or Services on an interim monthly basis or at any time after delivery of the Goods or performance of the Services, unless the Goods are to be collected by the Client or the Client wrongfully fails to take delivery of the Goods or accept performance of the Services, in which event CPT LTD shall be entitled to invoice the Client for the price at any time after CPT LTD has notified the Client that the Goods are ready for collection or (as the case may be) CPT LTD has tendered delivery of the Goods or offered to perform the Services.
- 6.3.** Unless otherwise stated in the Order Confirmation, the Client shall pay the price of the Goods and/or Services (without any reduction, deduction or set-off) in pounds sterling (GBP) no later than 30 days following the date of CPT LTD's invoice. CPT LTD shall be entitled to recover the price, notwithstanding that delivery or performance may not have taken place and the property in the Goods has not passed to the Client. The time of payment of the price shall be of the essence of the Contract and the Client shall in no event be entitled to suspend any obligation of payment to CPT LTD. Receipts for payment will be issued only upon request.
- 6.4.** If at any time CPT LTD should have reasonable cause to doubt the Customer's credit worthiness, CPT LTD may, either before or during its performance of the Contract, require the Client to make payment in advance of the whole or part of the price of the Goods and/or Services or, at CPT LTD's discretion, to provide reliable security to the value of such sum or sums as are owed or will become payable by CPT LTD under or by virtue of the Contract.
- 6.5.** If the Client fails to make any payment on the due date then, without limiting any other right or remedy available to CPT LTD, CPT LTD may:
- 6.5.1. cancel the contract or suspend any further deliveries of Goods or performance of Services to the Client and CPT LTD shall have no liability to the Client in respect of the suspension, nor in respect of any loss or damage caused to the Client as a result of it; and/or
- 6.5.2. appropriate any payment made by the Client to such of the Goods (or the goods supplied under any other contract between the Client and CPT LTD) or Services or any additional sums payable as CPT LTD may think fit (notwithstanding any purported appropriation by the Client); and/or
- 6.5.3. charge the Client interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above the base rate of Lloyds Bank plc in England from time to time (a part of a month being treated as a full month for the purpose of calculating interest) from the due date until the outstanding is paid in full; and/or
- 6.5.4. charge the Client for the reimbursement of all legal or debt collection costs (including VAT thereon) incurred by CPT LTD in and out of Court, which shall be a minimum of 15% of the amount unpaid, such reimbursement to be on a full indemnity basis; and/or

6.5.5. to demand all the charges payable under the Contract which shall immediately become due and payable.

7. Delivery

- 7.1.** Delivery of the Goods shall be made by the Client collecting the Goods at CPT LTD's premises at any time after CPT LTD has notified the Client that the Goods are ready for collection or, if some other place for delivery is agreed by CPT LTD in the Contract, by CPT LTD and/or its Carrier delivering the Goods to that place. The Client shall then be deemed to have accepted the Goods upon collection or delivery (as the case may be).
- 7.2.** The Client shall be responsible to CPT LTD for ensuring that there will be no obstacle on its part which would or may prevent any agreed delivery date or other deadline from being met.
- 7.3.** Any dates quoted for delivery of the Goods or performance of the Services are approximate only and shall be subject to the Client and/or any relevant third parties acting on behalf of the Client performing all necessary acts and/or supplying all necessary Client Material and facilities in due time to enable the order to be executed and the Goods delivered. CPT LTD shall not be liable for any delay in delivery of the Goods or performance of the Services however caused and time for delivery shall not be of the essence of the Contract unless otherwise stated in the Order Confirmation. The Goods may be delivered or the Services performed by CPT LTD in advance of the quoted delivery date on giving reasonable notice to the Client.
- 7.4.** If CPT LTD fails to deliver the Goods or perform the Services (or any stage) for any reason other than any cause beyond CPT LTD's reasonable control or the Client's fault, and CPT LTD is accordingly liable to the Client, CPT LTD's liability shall be limited to the excess (if any) of the cost to the Client (in the cheapest available market) of similar goods or services to replace those not delivered or performed over the price of the Goods or Services.

8. Damage Deficiencies or Loss

- 8.1.** No claim for damage, deficient receipt or loss will be considered unless notice in Writing is given both to CPT LTD and the Carrier within the following time limits:
- 8.1.1. in relation to damage to a consignment or part thereof, within 3 days of receipt;
- 8.1.2. in relation to non-delivery of a consignment, within 3 days of receipt of the remainder of the consignment;
- 8.1.3. in relation non-delivery of the total consignment, within 10 days of date of advice or dispatch.
- 8.2.** The Client's failure to give notice of any claim for damage, deficient receipt or loss in accordance with the above provisions shall constitute an unqualified acceptance of the goods forming such consignment and a waiver by the Client of all claims in connection therewith.

9. Risk and Property

- 9.1.** Subject as otherwise agreed in writing between the Client and CPT LTD, risk of damage to or loss of the Goods shall pass to the Client:
- 9.1.1. in the case of Goods to be delivered at CPT LTD's premises, at the time when CPT LTD notifies the Client that the Goods are available for collection; or
- 9.1.2. in the case of Goods which are to be delivered otherwise than at CPT LTD's premises, at the time of delivery or, if the Client wrongfully fails to take delivery of the Goods, the time when CPT LTD has tendered delivery of the Goods.
- 9.2.** Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Client until CPT LTD has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by CPT LTD to the Client for which payment is then due.
- 9.3.** Until such time as the property in the Goods passes to the Client, the Client shall hold the Goods as CPT LTD's fiduciary agent and bailee, and shall keep the Goods separate from those of the Client and third parties and properly stored, protected and insured and identified as CPT LTD's property, but the Client may resell or use the Goods in the ordinary course of its business at full market value for the account of CPT LTD (in which case the Client shall notify its customers of CPT LTD's rights of ownership). Until property in the Goods passes from CPT LTD the entire proceeds of sale or otherwise shall be held in trust for CPT LTD and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all times identified as CPT LTD's money.
- 9.4.** Upon request by CPT LTD in writing, the Client shall disclose to CPT LTD the location of any of the Goods which remain the property of CPT LTD. Until such time as the property in the Goods passes to the Client (and provided the Goods are still in existence and have not been resold), CPT LTD may at any time require the Client to deliver up the Goods to CPT LTD and, if the Client fails to do so forthwith, the Client grants CPT LTD and its authorised representatives an irrevocable licence to enter on any premises of the Client or any third party where the Goods are stored and repossess the Goods.
- 9.5.** The Client shall not be entitled to lease, hire, loan, give others the use of, pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of CPT LTD, but if the Client does so all moneys owing by the Client to CPT LTD shall (without limiting any other right or remedy of CPT LTD) forthwith become due and payable.
- 9.6.** The Client shall forthwith notify CPT LTD in writing upon the occurrence of any of the events in clauses 11.1.2,

11.1.3 or 11.1.4 and/or upon any third party asserting or attempting to assert any claim over any of the Goods which remain the property of CPT LTD. In such event, the Client shall immediately notify the creditors, trustee in bankruptcy, administrator, liquidator, encumbrancer, receiver or third party asserting or attempting to assert such claims (as the case may be) of CPT LTD's rights of ownership and the Client shall ensure that any attachment of the Goods is lifted without delay.

9.7. The provisions of this clause 9 shall apply notwithstanding that the Goods shall have been added or incorporated in any goods of the Client or of any third party provided that the Goods remain identifiable as goods and that the process by which they have been added to or incorporated in the Client's goods or the goods of any third party is reversible.

10. Warranties and Liability

10.1. Subject to the following provisions CPT LTD warrants that the Goods will correspond with their specification at the time of delivery and for a period of 12 months from delivery and that any Services will be performed with reasonable skill and care.

10.2. The above warranty is given by CPT LTD subject to the following conditions:

10.2.1. CPT LTD shall be under no liability for any loss, damage, costs, expenses or other claims:-

- (a) in respect of any defect in the Goods and/or Services arising from any instructions, advice, Client Material or other information supplied by the Client or by any third party on behalf of the Client which is incomplete, inaccurate, illegible, out of date, out of sequence or in the wrong form, or arising from their non-arrival or any other fault of the Client;
- (b) in respect of any defect arising from wilful damage, negligence, failure to follow CPT LTD's instructions (whether oral or in Writing) or any relevant Advice Sheet, misuse or alteration of the Goods without CPT LTD's approval;
- (c) under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and/or Services has not been paid by the due date for payment;
- (d) for materials not manufactured by CPT LTD, in respect of which the Client shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to CPT LTD.

10.3. A claim by the Client which is based on any failure to comply with the warranty at clause 10.1 shall be notified to CPT LTD within 7 days from the date of delivery of the Goods or completion of the performance of the Services or (where the defect or failure was not apparent on reasonable inspection) within 14 days from the date of delivery of the Goods or completion of performance of the Services. If delivery is not refused and/or performance is accepted, and the Client does not notify CPT LTD accordingly, the Client shall not be entitled to reject the Goods and CPT LTD shall have no liability for such defect or failure, and the Client shall be bound to pay the price as if the Goods had been delivered and the Services performed in accordance with the Contract.

10.4. The Client is solely responsible for satisfying himself as to the suitability of the Goods and/or Services for any particular purpose and the Client relies solely on his own skill and judgement and not the Seller's skill and judgement in determining such suitability.

10.5. The Client shall ensure that the Goods are used in all respect with the relevant Advice Sheet and the Client shall indemnify CPT LTD against all losses, damages, legal fees, costs, expenses or other claims arising as a result of the use of the Goods otherwise than in accordance with the relevant Advice Sheet.

10.6. Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification or which is based on any defect in the Services is notified to CPT LTD in accordance with these Terms, CPT LTD may at its sole discretion:

10.6.1. replace and/or modify the Goods or make good the defect in Services free of charge; or

10.6.2. refund to the Client the price of the Goods and/or Services (or a proportionate part of the price); or

10.6.3. allow the Client a rebate on the amount invoiced equal to the price of the Goods and/or Services (or a proportionate part of the price)

in which case CPT LTD shall have no further liability to the Client.

10.7. Except in respect of death or personal injury caused by CPT LTD's negligence, or liability for defective products under the Consumer Protection Act 1987, CPT LTD shall not be liable to the Client 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 CPT LTD, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods and/or Services (including any delay in supplying or any failure to supply the Goods and/or Services in accordance with the Contract or at all) or their use or resale by the Client.

10.8. IN ANY EVENT, THE LIABILITY OF CPT LTD FOR ANY BREACH OR THE AGGREGATE LIABILITY FOR ANY SERIES OF BREACHES UNDER OR IN CONNECTION WITH THE CONTRACT (SAVE IN RESPECT OF DEATH, PERSONAL INJURY OR FRAUDULENT MISREPRESENTATION) SHALL NOT EXCEED THE AMOUNT RECOVERED BY CPT LTD FROM ITS PRODUCT LIABILITY INSURERS IN CONNECTION WITH THE PARTICULAR BREACH CONCERNED.

10.9. CPT LTD shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of CPT LTD's obligations in relation to the Goods and/or Services, if the delay or failure was due to any cause beyond CPT LTD's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond CPT LTD's reasonable control an Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of CPT LTD or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

10.10. Subject to these Terms all other warranties, conditions or terms whether made expressly or implied by common law as statute relating to use, quality and/or fitness for purpose are excluded.

11. Termination

11.1. CPT LTD may terminate the Contract forthwith on the happening of any of the following events:

- 11.1.1. the Client commits any breach of any of the provisions of this Contract and, in the case of a breach capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 11.1.2. an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Client;
- 11.1.3. the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- 11.1.4. the Client goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Contract); or
- 11.1.5. anything which, under the law of any jurisdiction, is analogous to any of the acts or events specified in 11.1.2, 11.1.3 or 11.1.4

11.2. For the purposes of clause 11.1.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

11.3. The rights to terminate the Contract given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

11.4. Upon the termination of the Contract for any reason, subject as otherwise provided in these Terms and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

12. Confidentiality

12.1. CPT LTD and the Client each undertakes with the other throughout the duration of this Agreement and for a period of five years after its termination that they shall not (except in the performance of the Services) use or disclose any trade secrets, confidential information or other matters identified by either party as confidential, and will make known the confidential nature of that information to its employees and other persons to whom such information is properly disclosed in the course of the Contract. This obligation does not apply to any information that (1) is publicly known (2) is given by a party who is not obliged to maintain confidentiality or (3) is required to be disclosed by any applicable law

13. General

13.1. CPT LTD shall be entitled to assign or sub-contract to any third party its rights and/or obligations (as the case may be) arising from any Contract. The Client may not assign its rights under the Contract except with the prior written consent of CPT LTD.

13.2. 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.

13.3. No waiver by CPT LTD of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4. 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.

13.5. The Contracts (Rights of Third Parties) Act 1999 shall not apply in relation to the Contract.

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