THE MONCKTON COKE & CHEMICAL COMPANY LIMITED
PURCHASE ORDER CONDITIONS

1.0 Basis of Purchase
1.1 These conditions ("**Conditions**") are the only conditions upon which Monckton Coke & Chemical Company Limited (The) (CN: 00070960) ("**Purchaser**") with the registered office West Terrace, Esh Winning, Durham, County Durham, DH7 9PT, is prepared to deal with its suppliers of goods and/or services ("**Supplier**") and they shall govern the Contract to the entire exclusion of any other express conditions. In these Conditions unless the context otherwise requires:
"**Contract**" has the meaning given to it in Condition 1.3 below;
"**Goods**" means all articles or materials the subject of the Contract and described on or by reference to the Order;
"**Hargreaves Group**" means the Purchaser and its subsidiaries from time to time and the ultimate holding company (if any) of the Purchaser and every other subsidiary of the same ultimate holding company (if any) from time to time (and "holding company" and "subsidiary" shall have the meaning given to them in section 1159 of the Companies Act 2006);
"**Intellectual Property Rights**" means any and all intellectual property rights protected under the law anywhere in the world, including without limitation, patents, designs, copyright, trade marks, know-how, technical information, rights in data and database rights (whether registered or unregistered or any applications for registration) whether now known or future;
"**Loss**" means any and all loss, damage, penalties, costs and expenses (including legal expenses and disbursements) arising from any and all liabilities, obligations, awards, actions, claims and/or proceedings whatsoever and howsoever caused or arising and whether or not such losses were reasonably foreseeable at the time the Contract was made;
"**Order**" means the Purchaser's written order form for Goods and/or Services from the Supplier;
"**Personal Data**" has the same meaning as the term 'personal data' under the Data Protection Act 1998;
"**Quotation**" means the price offered by the Supplier to the Supplier for the supply of Goods and/or Services;
"**Services**" means the services or work in the subject of the Contract and described on or by reference to the Order;
"**a correct invoice**" means a separate detailed invoice quoting the Purchaser's order number (if any) and setting out full particulars of the goods or services supplied and any discounts given.
"**Incoterms**" means the definition given to such terms in Incoterms 2000 (as revised from time to time). Where there is any conflict between the rights, duties and obligations of the parties as set out in any such definition and those set out in these Conditions then these Conditions shall prevail.
A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
1.2 These Conditions may only be modified by a variation in writing signed by an authorised representative on behalf of the Purchaser and no other action on the part of the Purchaser (whether acceptance of the Goods or otherwise) shall be construed as an acceptance of any other conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of the Order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
1.3 These Conditions (as modified in accordance with Condition 1.2 above) and the Order (including any specific conditions thereon or documents referred to therein) (the "**Contract**") embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications in relation to the subject matter of the Contract. In the event of any inconsistency between anything on the face of the Order and anything in these Conditions the content of the Order shall prevail.
1.4 Any Quotation shall be deemed to be an offer by the Supplier to the Purchaser for the provision of the Goods and/or Services on these Conditions. The Order constitutes an acceptance on the part of the Purchaser of the Supplier's offer and the Contract shall be deemed to be made on receipt of the Order from the Purchaser.
1.5 The Order will not be binding upon the Purchaser unless signed by an authorised representative of the Purchaser and the Purchaser will not be liable for any order not made on the Order.
2.0 Price
2.1 Except in circumstances where the price payable for the Goods and/or Services is stated to be an estimated price (when Condition 2.4 shall apply) the price payable for the Goods and/or the Services shall be that stated on the Order and, unless otherwise stated, shall be:
(i) exclusive of any applicable Value Added Tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice);
(ii) inclusive of any duties, imports or levies other than Value Added Tax;
(iii) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the address designated in the Order.
2.2 No increase in the price may be made for any reason without the prior written consent of the Purchaser. The Purchaser shall not be responsible for any expenses, charges or price other than those set out in the Order.
2.3 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase, volume of purchase or otherwise granted by the Supplier to any third party or offered by the Supplier to the Purchaser, whether or not shown on the face of the Order.
2.4 Where the price is stated on the face of the Order to be an estimated price, the price payable for the Goods and/or Services shall be agreed between the parties as soon as practicable after the placing of the Order and a further Order(s) shall then be submitted to the Supplier stating the agreed price. Where an Order placed by the Purchaser contains an estimated price nothing shall be due to the Supplier other than the estimated price until a final price is agreed.
3.0 Terms of Payment
3.1 Unless otherwise agreed in writing the Purchaser will pay for the Goods and/or Services within thirty (30) working days from the last day of the month following either the month in which the Goods are received or the month in which the Services are completed or the month in which a correct invoice for the Goods and/or Services is received by the Purchaser whichever is the later. Time for payment shall not be of the essence for the purposes of the Contract.
3.2 The Purchaser reserves the right to deduct from or offset against any monies due or becoming due to the Supplier in respect of the Contract any monies due from the Supplier on any account in respect of goods equipment and materials supplied services rendered or otherwise, including without limitation for the Supplier's breach of Contract.
3.3 No invoice is to be dated or submitted by the Supplier prior to the date of receipt at the Purchaser's premises of the Goods or prior to the date upon which the Services are completed.
3.4 If there is any invoice which is in dispute (whether in whole or part), the Purchaser shall be entitled to withhold payment of the relevant invoice in full. The parties shall enter into good faith discussions to resolve such dispute.
3.5 If the Purchaser fails to make payment to the Supplier of any sums owed, the Supplier may charge interest to the Purchaser on such sums at a rate of 2% (two per cent) above the base lending rate from time to time of the Bank of England until such payment has been made. Interest shall not be payable on any unpaid sums under Conditions 3.2 and 3.4 above.
3.6 Payment of the price for the Goods and/or Services shall not constitute acceptance by the Purchaser of the Goods and/or Services.
4.0 Delivery
4.1 The Goods shall be delivered carriage paid to, or in accordance with an Incoterm stated by the Purchaser on the Order and the Services shall be performed at, the location (which for example may be a specific delivery point) being the address designated on the Order, or any other such address as the Purchaser may subsequently specify during the Purchaser's normal receiving hours (as applicable) or at such other times as are specified by the Purchaser on the Order. The Supplier shall be responsible for ensuring that in all cases deliveries are made by the Supplier or its carrier at the required location at a time which is convenient for the Purchaser or the party authorised by the Purchaser to receive the Goods.
4.2 The Goods shall be delivered, and the Services shall be performed, on or before the date or within the period specified on the Order.
4.3 Time shall be of the essence with regard to delivery of the Goods and/or provision of the Services. Without prejudice to any other rights which it may have the Purchaser reserves the right to:-
(i) cancel the Contract in the event that delivery is not made or the services are not performed in accordance with the time limits specified in Condition 4.2; and
(ii) refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make; and
(iii) claim damages for any Loss incurred in obtaining the Goods and/or Services from another supplier.
4.4 The Purchaser shall not be deemed to have accepted the Goods until the Purchaser has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
4.5 The Purchaser reserves the right to mark the Goods immediately upon delivery. This is undertaken for the purposes of security and the Purchaser shall not thereby be deemed to have accepted the Goods nor shall the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Goods.
4.6 The Supplier shall be regarded as having discharged his obligation to supply the Purchaser, only once the Purchaser is in receipt of all component parts of the Order as well as all of the necessary instructions safety data and /or any additional operational documentation required for the for the safe operation of the Goods.
4.7 The Purchaser shall not be obliged to return to the Supplier any packing materials for the Goods, whether or not any Goods are
accepted by the Purchaser.
4.8 If the Goods are delivered before the date for delivery specified in the Order, the Purchaser shall be entitled at its sole discretion to refuse to take delivery or to charge the Supplier for insurance and storage of the Goods until such date.
5.0 Documentation
5.1 The Supplier shall provide the Purchaser with such invoices, advice notes, delivery notes, statements and other documentation as the Purchaser may from time to time specify. In particular and without prejudice to the generality of the foregoing:
5.2 Each delivery of Goods by the Supplier shall be accompanied by a delivery note specifying the Purchaser's order number, the line number, the release line number, the Purchaser's part number, the means of transport, the weight, number or volume, a description of the Goods and the point and date of despatch of the Goods and any other information requested by the Purchaser. The Supplier shall be responsible for ensuring that such delivery note is signed by an authorised representative of the Purchaser or party authorised to receive the goods on the Purchaser's behalf, but such signature shall not imply acceptance of the Goods or any waiver of the rights reserved to the Purchaser under these Conditions. The Goods shall not be deemed to have accepted by the Purchase until the Purchaser has had a reasonable amount of time to inspect the goods.
5.3 Invoices supplied by the Supplier to the Purchaser shall contain similar information to that contained in the delivery notes as referred to in Condition 5.1 and shall be in such form and contain such other information as the Purchaser may require.
6.0 Risk and Property
6.1 Risk in the Goods shall pass to the Purchaser upon delivery to the Purchaser in accordance with Condition 4 above or in accordance with any Incoterm stated by the Purchaser on the Order.
6.2 The property in Goods shall pass to the Purchaser upon delivery; unless payment or part payment for the Goods is made prior to delivery, when property in such Goods (and/or any materials purchased or allocated by the Supplier for the purpose of the Contract) shall, upon payment, immediately vest in the Purchaser.6.3 The provisions of Condition 15 shall determine the Supplier's obligations in relation to goods and materials which are the property of the Purchaser and which are at any time in the Supplier's possession.
7.0 Excess Delivery
If Goods are delivered to the Purchaser in excess of the quantities ordered the Purchaser shall not be bound to pay for the excess unless it so elects and any excess will be and remain at the Supplier's risk and will be returnable at the Supplier's expense, and no sum shall be due to the Supplier for the excess Goods and in the event that sums are or have been paid to the Supplier for the excess Goods, the Supplier shall repay such sums to the Purchaser immediately.
8.0 Warranties and Indemnity
8.1 The Supplier represents, warrants and undertakes to the Purchaser that the Goods:
(i) will be of the very best quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser;
(ii) will comply with all statutory requirements and regulations and voluntary codes of conduct and industry standards relating to the goods and their sale;
(iii) will be free from defects in design, material and workmanship;
(iv) will comply in every respect with any and all specifications drawings samples or descriptions provided; and
(v) the use thereof (including the use of any software incorporated therein) will not in any way infringe any Intellectual Property Right of any other person, provided that in the case of Conditions 8.1.(i) and 8.1.(iv) where the Supplier has in carrying out the Order complied with a design or specification provided by the Purchaser, the Supplier shall not be liable for breach of this warranty to the extent that the defects in the Goods are caused by a deficiency in the Purchaser's design or specification and provided the Supplier could not by exercising due diligence have foreseen the design or specification would not be satisfactory.
8.2 The Supplier warrants to the Purchaser that:
(i) the Services will be performed by appropriately qualified and trained personnel, with due care and diligence, to such high standard of quality as it is reasonable for the Purchaser to expect in all the circumstances and will comply with all statutory requirements and regulations and voluntary codes of conduct relating to the provision of the Services;
(ii) it has or will obtain prior to the commencement of the Services, any necessary licences, consents and permits required for the performance of the Services; (iii) it has full capacity and authority to enter into the Contract; and
(iv) it has the necessary expertise to comply with the Contract and confirms the accuracy of all statements and representations made in respect of the Goods and/or the Services prior to and during the Contract.
8.3If any Goods and/or Services supplied under the Contract fail to comply with the warranties set out in Conditions 8.1 and 8.2 the Purchaser shall be entitled to avail itself of any one or more of the remedies listed in Condition 11 below. In addition to the foregoing in the event that the Supplier does not have the right to authorise the use by the Purchaser of the Goods in accordance with Condition 8.1 (v) the Supplier will use its best endeavours to procure forthwith for the Purchaser the right to or a licence to use the Goods (as appropriate) for the Purchaser's intended purpose.
8.4The Supplier shall indemnify, keep indemnified and hold the Purchaser harmless in full from and against all Losses incurred or suffered by the Purchaser as a result of a direct or indirect breach or negligent performance or failure in performance by the Supplier of the terms and conditions of the Contract and without limitation to the above as a result or in connection with:
(i) the breach of any warranty given by the Supplier in relation to the Goods and/or the Services;
(ii) any claim that the goods infringe, or their importation, use or resale, infringes, the Intellectual Property Rights of any other person, (except to the extent that the claim arises from compliance with any specifications, drawings, samples or descriptions provided by the Purchaser);
(iii) any liability under the Consumer Protection Act 1987 in respect of the Goods;
(iv) any act or omission of the Supplier or its employees, agents or authorised sub-contractors in supply, delivering and installing the Goods; and
(v) any act or omission of any of the Supplier's employees, agents or authorised sub-contractors in connection with the performance of the Services.
8.5 The Supplier shall be responsible for paying any employee, officer, agent, representative and/or sub-contractor engaged by the Supplier to provide the Services and for making any deductions required by law in respect of income tax and National Insurance contributions or similar contributions relating to the provision of the Services. The Supplier agrees to indemnify, keep indemnified and hold the Purchaser harmless in respect of any claims that may be made by HM Revenue and Customs and any other the relevant authorities against the Purchaser in respect of tax demands or National Insurance or similar contributions relating to the provision of the Services by the Supplier.
8.6 The Supplier shall obtain and maintain in force during the Contract adequate and suitable insurance with a reputable insurance company to cover its liabilities under the Contract (including product liability, professional indemnity insurance, in relation to the Services, public liability insurance and employer's liability insurance cover). The Supplier shall be liable under all provisions of these Conditions and the Contract whether or not it complies with this Condition 8.6.
8.7 Nothing in these Conditions excludes or limits the liability of either party for death or personal injury caused by its negligence of any liability for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.
9.0 Termination for breach or insolvency

9.1 The Purchaser shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith in any of the following events:
(i)If the Supplier commits a breach of any of the terms or conditions of the Contract; or
(ii) If the Supplier suffers an Insolvency Event. For the purposes of this Condition 9.1(ii), an insolvency event shall mean if the Supplier:
(a) 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 are 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;
(b) makes or proposes to make an arrangement or composition with its creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
(c) is or proposes to become the subject of a bankruptcy petition or order;
(d) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing its own affairs or become a patient under any mental health legislation;
(e) being a company:
(i) is, or the Purchaser reasonably considers it to be, unable to pay its debts when they fall due as defined in Section 123 of the Insolvency Act 1986;
(ii) makes or proposes to make any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
(iii) has a petition filed, a notice given, a resolution passed, or an order made, for or in connection with the winding up of it;
(iv) has an application made to court, or an order made, for the appointment of an administrator, or a notice of intention to appoint an administrator given or an administrator is appointed over it;
(v) has a floating charge holder over its assets who has become entitled to appoint or has appointed an administrative receiver;
(vi) has a person become entitled to appoint a receiver over it's assets or a receiver appointed over it's assets;
(f) suffers actions analogous to those described in this Condition 9.1
(ii) in any jurisdiction
(iii)If the financial position of the Supplier shall deteriorate to such and extent that in the opinion of the Purchaser the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.
10.0 Termination by Purchaser in other circumstances
10.1 The Contract may be terminated by the Purchaser at any time in whole or part by delivery to the Supplier of a notice of termination. In the event of such notice being given the Supplier shall stop work forthwith and comply with any directions with regard to the Goods and/or Services which may be given by the Purchaser. The Purchaser shall pay a fair and reasonable price for all terminated work properly done up to the time of such termination including compensation for loss of profits on such work only as is properly performed prior to the date of termination. Such payment made for work done taken together with any sums paid or due or becoming due to the Supplier under the Contract shall not exceed the total price of the Goods and/or Services under the Contract and shall constitute the Purchaser's sole liability in respect of termination of the Contract wholly or in part under this Condition.
10.2 The termination of the Contract however arising will be without prejudice to the rights and duties of either party accrued prior to termination. The Conditions which impliedly or expressly have effect after termination will continue to be enforceable notwithstanding termination.
11.0 Remedies
If the Supplier breaches or fails to comply with any of the terms and conditions of the Contract the Purchaser shall be entitled (whether or not any part of the Goods and/or Services had been accepted by the Purchaser) to avail itself of any one or more of the following remedies at its discretion:
11.1 to terminate the Contract as indicated in Condition 9.1;
11.2 to return the Goods to the Supplier at the cost of the Supplier on the basis that a full refund for Goods so returned shall be paid forthwith by the Supplier;
11.3 to return the Goods to the Supplier at the Supplier's cost to give the Supplier the opportunity at the Supplier's expense to remedy defects in the Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
11.4 to refuse to accept any further deliveries of the Goods or the provision of any further Services without any liability to the Supplier;
11.5 to carry out at the Supplier's expense any work necessary to make the Goods and/or Services comply with the Contract;
11.6 to claim such damages as may have been sustained in consequence of the Supplier's breaches of contract.

These rights shall be in addition to and without prejudice to any other rights which the Purchaser may have.
12.0 Health and Safety
12.1 The Supplier warrants that it and such of its employees, officers, agents, representatives and sub-contractors who may be on the Purchaser's premises in connection with the supply of the Goods and/or Services will at all times act and work with reasonable care and skill and comply with the lawful instructions of the Purchaser's authorised representative.
12.2 Any Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use maintenance and repair and with any necessary warning notices clearly displayed.
12.3 The Supplier agrees before delivery to furnish the Purchaser in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the articles supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The Purchaser will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work etc Act 1974 and the Control of Substances Hazardous to Health Regulations 2002 and any other applicable legislation.
13.0 Product Safety
13.1 The Supplier shall comply with the Purchaser's requirements regarding ionising radiations. Before dispatch to the Purchaser's premises of radioactive substances or any goods, plant or equipment containing radioactive substances or which involve the generation of ionising radiations the Supplier shall, at least 48 hours before dispatch, notify the person appointed by the Purchaser to carry out duties relating to ionising radiations and obtain his written permission to deliver the substances, goods, plant or equipment to the Purchaser.
13.2 Prior to using or making arrangements for the use of any radioactive substances or any plant or equipment containing such substances or which involve the generation of ionising radiations, the Supplier shall first obtain written permission from the person appointed by the Purchaser to carry out duties relating to ionising radiations.
13.3 The Supplier shall notify the Purchaser in writing if the Goods to be supplied, or to be used in the provision of the Services, under the Contract contain substances which are hazardous or harmful to handle, inhale or ingest or which otherwise engender risks to health and safety, or where precautions are necessary to avoid health and safety risks to anyone handling or using the Goods or goods to be used in the provision of the Services. The Supplier undertakes that all such Goods or goods to be used in the provision of the Services shall be supplied in adequately protective containers which are clearly marked with a warning of the nature of the hazard or risk and clear instructions as to any precautions which are necessary in handling, storage or use.
14.0 Specifications
Any plans, drawings, data or other information relating to the Goods and/or Services ("Specification") supplied by the Purchaser to the Supplier or specifically produced by the Supplier for the Purchaser in connection with the Contract, together with the Intellectual Property Rights in the Specification, shall be the exclusive property of the Purchaser and shall be handed over to the Purchaser by the Supplier on demand at any time.
15.0 Purchaser's Equipment and Material

15.1 Any equipment supplied by the Purchaser to the Supplier to enable the Supplier to supply the Goods and/or Services shall only be used by the Supplier exclusively for the purpose of enabling it to comply with the Contract and shall remain the exclusive property of the Purchaser and be returned to it either upon the Purchaser's request or upon termination or completion of the Contract whichever shall be the earlier. An accurate and up to date inventory of such raw material shall at all times be maintained by the Supplier and copies of such inventory shall be provided to the Purchaser on a monthly basis. The Purchaser is hereby granted an irrevocable licence to enter the Supplier's property for the purpose of regaining possession of its property.
15.2 Any raw material supplied by the Purchaser to the Supplier from which the Goods which are the subject of the Contract are manufactured or in relation to which the Services are supplied shall be used by the Supplier only for the purpose of enabling it to produce such Goods and/or provide such Services and shall remain the exclusive property of the Purchaser and be returned to the Purchaser on its request or upon the termination of the Contract (whichever is the earlier). Upon arrival at the Supplier's premises or those of its authorised sub-contractor all raw materials belonging to the Purchaser shall be placed in a separate designated area of the Supplier's premises, and large notices shall be posted in such area clearly indicating that all the goods contained in it are the property of the Purchaser. An accurate and up to date inventory of such raw material shall at all times be maintained by the Supplier and copies of such inventory shall be provided to the Purchaser on a monthly basis. The Purchaser is hereby granted an irrevocable licence to enter the Supplier's property for the purpose of regaining possession of its property. Any excess raw material left over after the Goods have been duly manufactured or the Services provided shall either be purchased by the Supplier at an agreed price or returned to the Purchaser if a price is not agreed.
15.3 Although the equipment and material described in the Conditions 15.1 and 15.2 shall remain the Purchaser's property the risk in such items shall pass to the Supplier from the time of their delivery to the Supplier (or such other person as is notified to the Purchaser by the Supplier) and the Supplier shall insure such items against loss or damage accordingly (which, without limitation to the above, shall include insuring against any loss or damage incurred at the premises or due to a third party (including any authorised sub-contractor) and shall ensure that the equipment and materials are preserved in the same state and condition as they were in at the time of delivery. In the event of any such loss or damage the Supplier shall hold the proceeds of insurance on behalf of the Purchaser as trustee for the Purchaser.

15.4The Purchaser shall have no liability, obligation, responsibility or duty to the Supplier in contract, tort (including negligence or breach of statutory duty) statute or otherwise in respect of the equipment or material supplied to the Supplier under this Condition 15.
15.5 The Supplier has no lien on the Purchaser's property provided to it under the Contract and undertakes to ensure that the title of the Purchaser and the exclusion of any such lien are brought to the notice of all persons dealing with such property.
16.0 Confidentiality
16.1 Any Order placed by the Purchaser shall be treated as confidential and in particular the Supplier shall not make use of the Purchaser's name or the name of any of the Purchaser's customers for publicity purposes without the prior written consent of the Purchaser. Furthermore, all designs, drawings, specifications and information supplied in connection with the Contract are confidential and must only be used for the purpose of the Contract; the particulars contained therein must not be disclosed to anyone other than the Supplier's employees without the Purchaser's written consent. They must be used solely for the purpose of manufacturing the Goods and/or performing the Services and no similar goods or parts may be made for any other purpose. The Purchaser shall retain ownership of all such designs, drawings, specifications and information and all copies thereof must be returned to the Purchaser on completion of the Contract or earlier if the Purchaser at any time demands their return.
16.2 This Condition 16 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.
17.0 Assignment and sub-contracts
The Supplier shall not assign or in any other way whatsoever part with any of its rights or obligations under the Contract without the prior consent in writing of the Purchaser provided however that nothing in this Condition shall prevent the Supplier from placing sub-contracts for the supply of components for incorporation in the Goods and/or from performing the Services through the media of authorised sub-contractors where such practices are customary in the trade. For the avoidance of doubt the Supplier shall in no way be relieved from any of its obligations under the Contract by the placing of any sub-contracts.
18.0 Force Majeure
The Purchaser reserves the right to cancel or reduce the volume of the Goods and/or the Services if it is prevented from or hindered in the carrying on of its business through any circumstances beyond its control including (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting there from.
19.0 General
19.1 No extension of time or other concessions granted by the Purchaser shall in way affect the Purchaser's rights or the Supplier's obligations under the Contract.
19.2(i) Any demand, notice or communication shall be made in writing or by fax addressed to the recipient at its registered office or its address stated in the Order (or such other address or fax number as may be notified in writing from time to time) and shall be marked for the attention of the Company Secretary.
(ii) Any demand, notice or communication shall be deemed to have been duly served if delivered by hand, when left at the proper address for service, if given or made by prepaid first class post, forty-eight (48) hours after being posted (excluding Saturdays, Sundays and public holidays), and if given or made by fax, immediately following transmission.
19.3 The Contract, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in all respects in accordance with the laws of England, and the English courts shall have exclusive jurisdiction in all matters relating to the Contract (whether of a contractual or tortious nature or otherwise).
19.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and of these Conditions and the remainder of the provision in question shall not be affected thereby.
19.5 Other than members of the Hargreaves Group, a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. The Purchaser may perform any of its obligations or exercise any of its rights hereunder through any member of the Hargreaves Group. Notwithstanding that members of the Hargreaves Group shall be entitled to enforce certain rights under this Contract which have been given for their benefit, the parties to this Contract may enter into any agreement or arrangement varying or amending any of the terms of this Contract, or compromising or settling any claim under this Contract (including in respect of such rights), without reference to the interests of, or the consent of, the other members of the Hargreaves Group not party to this Contract.
19.6 The Supplier warrants to the Purchaser that to the extent it processes any Personal Data in connection with the provision of the Contract, it shall comply with the provisions of the Data Protection Act 1998.

NOTE: The price which the Purchaser agrees to pay in respect of the Order is calculated on the basis that these Conditions set out above apply. A Supplier who desires to quote a price on a different basis should inform the Purchaser.

JUNE 2011