

TERMS AND CONDITIONS

This Contract is made up of the following: these Terms and Conditions and the Contract Letter/Quote issued by Mastermac Surfacing Limited, a company registered in England under company registration number 13055575 of 27a Maxwell Road, Northwood, London HA6 2XY ("Supplier"). This Contract is made between the Supplier and the person named in the Contract Letter/Quote ("Customer").

Agreed terms

- 1. Commencement and duration.** The Contract shall commence on the date which either appears in the Cover Letter/Quote or as otherwise agreed by the Supplier in writing.
- 2. Supply of goods and services.** The Cover Letter/Quote shall provide details of the goods and services to be supplied ("Services"). The Supplier shall supply the Services to the Customer in accordance with the Contract, using reasonable care and skill and in accordance with any agreed timescales.
- 3. Customer's obligations.** The Customer shall co-operate with the Supplier in all matters relating to the Services; shall provide, in a timely manner and at no charge access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier; shall provide such information as the Supplier may require and shall ensure that such information is accurate and complete in all material respects. If the Supplier is prevented or delayed in performing its obligations due to any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier: shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay; shall be entitled to payment of the Charges despite any such prevention or delay; and shall be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs arising directly or indirectly from such prevention or delay.
- 4. Intellectual property.** The Supplier and its licensors shall retain ownership of all Supplier intellectual property rights. The Customer and its licensors shall retain ownership of all intellectual property rights in any Customer documentation.
- 5. Charges and payment.** In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges as specified in the Cover Letter/Quote and in addition VAT which shall be payable at the time and in the manner prescribed by law. The Supplier shall submit invoices for the Charges and VAT to the Customer either in instalments or when the Services have been provided to the Customer. The Customer shall pay each invoice within 30 days of receipt, into a bank account nominated in writing by the Supplier. If the Customer fails to make any payment due to the Supplier under the Contract the Customer shall pay interest at the rate of 4% above the Bank of England's base rate from time to time, until payment in full, whether before or after judgment. All amounts due under the Contract shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6. Limitation of liability.** The Supplier's liability shall not exceed the total Charges payable by the Customer under the Cover Letter/Quote. Nothing in this clause shall exclude a party's liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). Neither party shall be liable to the other for loss of profits; loss of sales or business; loss of agreements

or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

7. Termination. Without affecting any other rights or remedies, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if: the other party commits a material breach of any term of the Contract which is irremediable or (if is remediable) fails to remedy that breach within 14 days after being notified in writing to do so; or undergoes any act or event of insolvency or bankruptcy. The Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment. On termination of the Contract for whatever reason: the Customer shall immediately pay the Supplier all outstanding amounts due and payable under the Contract; any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect; and termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

8. General

8.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

8.2 Assignment and other dealings. The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent. The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

8.3 Confidentiality. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party. Each party may disclose the other party's confidential information: to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract; or where disclosure is required by law, a court of competent jurisdiction or any governmental or regulatory authority; or where the information is already in the public domain without breach of any confidentiality obligations. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

8.4 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

8.5 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 8.6 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 8.7 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 8.7 shall not affect the validity and enforceability of the rest of the Contract. Headings shall be for ease of reference only and not form part of interpretation.
- 8.8 Notices.** Any notice shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Cover Letter/Quote. Any notice shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; or if sent by first-class post or other next working day delivery service, on the second business day after posting; or if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume, being 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday. This clause 8.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 8.9 Third party rights.** Anyone who is not a party to the Contract cannot enforce any of its terms or conditions whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 8.10 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 8.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.