

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

"Applicable Law" means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national ;

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in Scotland;

"Conditions" means CPA's terms and conditions set out in this document;

"Confidential Information" means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;

"Contract" means this agreement between CPA and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;

"Customer" means the named party in the Contract which has agreed to purchase the Deliverables from CPA and whose details are set out in the Order;

"CPA" means CPA Engineered Solutions Limited, a company incorporated in England & Wales under number 2697446, having its registered office at Suite 1, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0BL, and with a trading address of Calderhead Road, Shotts ML7 4EQ;

"CPA Personnel" all employees, officers, staff, other workers, agents and consultants of CPA and any of their sub-contractors who are engaged in the performance of the Services from time to time;

"Deliverables" means the Goods and/or Services as the case may be;

"Documentation" means any data, descriptions, designs, instructions, manuals, models, literature, software, technical details or other related materials supplied in connection with the Deliverables;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, epidemic, pandemic or material required for performance of the Contract, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

"Goods" means the goods and related accessories, spare parts, any Documentation and other physical material set out in the Order and to be supplied by CPA to the Customer in accordance with the Contract;

"Intellectual Property Rights" means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights;

"Location" means the address or addresses for delivery of the Goods and performance of the Services as set out in the Order;

"Order" means the Customer's order for the Deliverables;

"Price" has the meaning given in clause 5.1;

"Services" means the services such as design, installation, maintenance as set out in the Order and to be supplied by CPA to the Customer in accordance with the Contract;

"Specification" means the description or specification provided for the Deliverables set out or referred to in the Contract; and

"VAT" means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the supply of the Deliverables.

2 Application of these conditions

- 2.1 These Conditions apply to and form part of the Order and/or Contract between CPA and the Customer. They supersede any previously issued terms and conditions of purchase, supply or services.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that CPA otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and CPA respectively.

3 Acceptance of orders

- 3.1 Each Order by the Customer to CPA shall be an offer to purchase the Deliverables under these Conditions and if subject to a Contract shall also include these Conditions.
- 3.2 CPA may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until CPA's written acceptance of the Order.
- 3.3 CPA may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by the Customer.
- 3.4 The placing of an Order by the Customer shall be conclusive evidence that the Customer, having checked the quotation, is fully satisfied that the quotation is in accordance with its requirements and that the Customer agrees to be bound by these Conditions.

4 Specification and Design

- 4.1 The Customer shall be solely responsible for any Specification provided and for supplying the Specification within a sufficient time to enable CPA to perform the Contract.
- 4.2 CPA reserves the right to modify and/or improve Documentation and/or the Specification in order to provide the Deliverables and such amendments must be regarded as approximate representations only and are not binding in detail unless this is expressly stated.
- 4.3 Where the Customer supplies Documentation for Specification, the Customer warrants that the same are free from any contractual or Intellectual Property Rights of any third party and the Customer will indemnify CPA in respect of all claims in respect thereof.
- 4.4 The Intellectual Property Rights produced by CPA in providing the Deliverables shall remain CPA's property and though the Customer shall have the right to use the Deliverables supplied by CPA it shall not copy, reproduce, use or supply similar deliverables in breach of such rights.
- 4.5 The Customer shall indemnify CPA against all damage, loss, costs, claims and expenses arising out of any infringement of any Intellectual Property Rights of the Deliverables arising out of work carried out in accordance with the Customer's Specification or Order.
- 4.6 Manner, quantities and materials for packaging the Deliverables shall be at the discretion of CPA unless detailed packaging instructions are received from the Customer prior to agreeing a price for the Deliverables and expressly agreed by CPA.

5 Price

- 5.1 The price for the Deliverables shall be as set out in the Order or, where no such provision is set out, shall be calculated in accordance with CPA's standard charges from time to time (the "**Price**").
- 5.2 Should the Price from any quotation vary prior to completion or execution of an Order, CPA may vary the Price at any time by giving the Customer notice so that Prices in all cases will be those ruling at the date of dispatch or performance of an Order.
- 5.3 CPA reserves the right to change the Price and to institute new charges for Services and the Price at the end of any term stated in the Order or then current renewal term, upon thirty days prior notice to the Customer (which may be sent by email), provided any increases are not to exceed the UK Consumer Prices Index.
- 5.4 CPA reserves the right to make a minimum charge per Order.
- 5.5 The Price is exclusive of VAT and the Customer shall pay any applicable VAT to CPA on receipt of a valid VAT invoice.

6 Payment

- 6.1 Subject to the terms of the Order or as expressly agreed in writing by CPA, in respect of Goods:
 - 6.1.1 CPA shall invoice the Customer for the Goods, partially or in full, on delivery and/or installation of the Goods.

- 6.1.2 The Customer shall pay all invoices in full without deduction or set-off, in cleared funds to the bank account nominated by CPA within fourteen days of the invoice (where CPA is instructed by the Customer not to complete the delivery as agreed, liability for payment will still arise on the date that delivery was contracted to take place).
- 6.2 Subject to the terms of the Order or as expressly agreed in writing by CPA, in respect of Services:
- 6.2.1 CPA will issue an invoice on the first Business Day of the month in which the Customer is to receive the Services. Full payment for invoices issued in any given month will be collected by direct debit from Customer's bank account thirty days after the date of the invoice.
- 6.2.2 If the Customer believes that CPA has billed it incorrectly, the Customer must contact CPA no later than thirty days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to CPA's customer support department.
- 6.3 Time of payment is of the essence. Where sums due under these Conditions (or as specified in the Contract) are not paid in full by the due date:
- 6.3.1 CPA may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of the Bank of Scotland from time to time in force, and
- 6.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 6.4 If the recovery of sums outstanding from the Customer is passed to a Debt Collection Agency the Customer will pay the debt collection agency's costs and all ancillary legal costs.

7 Delivery and performance

- 7.1 In respect of Goods, delivery will be deemed complete when the Goods are either:
- 7.1.1 uplifted by the client's carrier;
- 7.1.2 delivered by CPA, or its nominated carrier, to the Location on the date specified in the Order; or
- 7.1.3 when installation is to be performed by CPA Personnel, upon installation of the Goods at the Location.
- 7.2 The Services shall be performed by CPA at the Location on the date specified in the Order.
- 7.3 The Services shall be deemed delivered by CPA only on completion of the performance of the Services at the Location.
- 7.4 CPA may deliver the Goods or perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

- 7.5 Time is not of the essence in relation to the performance or delivery of the Deliverables. CPA shall use its reasonable endeavors to meet estimated dates for delivery and performance, but any such dates are indicative only. If for any cause whatsoever, including causes beyond its control, CPA is unable to make any delivery on the applicable delivery date or perform any of its obligations under the Contract, CPA may by notice in writing to the Customer terminate the Contract or suspend the Contract without liability for any loss or damage thereby incurred by the Customer.
- 7.6 CPA shall not be liable for any delay in or failure of performance caused by:
- 7.6.1 the Customer's failure to make the Location available;
 - 7.6.2 the Customer's failure to prepare the Location as required for the Deliverables; or
 - 7.6.3 the Customer's failure to provide CPA with adequate instructions for performance or delivery.
- 7.7 If the Customer fails to accept delivery of the Deliverables CPA may either:
- 7.7.1 effect delivery by whatever means it thinks most appropriate;
 - 7.7.2 arrange storage of the Deliverables at the Customers risk and expense pending delivery; or
 - 7.7.3 after fourteen Business Days following the due date for delivery, resell or otherwise dispose of the Deliverables without any obligation or liability to the Customer.

8 Risk and Title

- 8.1 Risk in the Goods shall pass to the Customer on delivery.
- 8.2 Title to the Goods shall pass to the Customer once CPA has received payment in full and cleared funds for the Goods.
- 8.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 8.3.1 hold the Goods as bailee for CPA;
 - 8.3.2 store the Goods separately from all other material in the Customer's possession;
 - 8.3.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - 8.3.4 ensure that the Goods are clearly identifiable as belonging to CPA; and
 - 8.3.5 not remove or alter any mark on or packaging of the Goods.
- 8.4 CPA may enter the property of the Customer to ascertain the whereabouts of the Goods and to recover them if the Customer commits an act of bankruptcy, fails to pay on the due date under any contract with CPA or does anything which would entitle a receiver to take possession of its assets or any person to present a petition for winding up.

9 Customer obligations and responsibilities

- 9.1 The Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Deliverables, Services or any Documentation relevant to the Services; modify, translate, or create derivative works based on the Deliverables, Services or any Documentation (except to the extent expressly permitted by CPA or authorised within the Services); or remove any proprietary notices or labels that appear on the Deliverables.
- 9.2 The Customer agrees and undertakes:
- 9.2.1 that it has the authority to engage CPA in relation to the Deliverables;
 - 9.2.2 to provide CPA with all such information and assistance as it reasonably requests in order to provide the Deliverables;
 - 9.2.3 to comply with such guidance as is stated in an Order and/or may be notified to the Customer in writing by CPA from time to time; and
 - 9.2.4 to permit or procure permission for CPA and any other persons authorised by us to have access to the necessary Location, equipment and any other areas required to provide the Deliverables.

10 Warranty

- 10.1 The Deliverables may be supplied subject to a guarantee ("a **Guarantee**") specifically submitted by CPA, which has been accepted by both parties as appropriate and fair.
- 10.2 If a Guarantee does not apply to the Goods, CPA warrants only that, for a period of twelve months from delivery (the "**Warranty Period**") the Goods shall be free from material defects in design, material and workmanship ("the **Warranty**"), provided always that in respect of goods, materials, parts or components supplied but not manufactured by CPA the Warranty shall be equivalent to the warranty (if any) which CPA may have received from the manufacturer or supplier of such goods, materials, parts or components but not so as to impose a liability greater than that imposed on CPA by the aforesaid Warranty and provided that the Customer has given CPA written notice and satisfactory proof of any defect promptly upon discovery of such defect but in no case later than 7 days after the expiry of the Warranty Period.
- 10.3 As the Customer's sole and exclusive remedy, CPA shall, at its option, correct, repair, remedy, re-perform or refund the Deliverables that do not comply with clause 10, provided that the Customer:
- 10.3.1 serves a written notice on CPA not later than seven Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;
 - 10.3.2 such notice specifies that some or all of the Deliverables do not comply with clause 10.2 or 10.2 and identifying in sufficient detail the nature and extent of the defects; and

- 10.3.3 gives CPA a reasonable opportunity to examine the claim of the defective Deliverables.
- 10.4 The provisions of these Conditions shall apply to any Deliverables that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Deliverables.
- 10.5 CPA shall not be liable for any failure of the Deliverables to comply with clause 10.2 or 10.4:
- 10.5.1 where such failure arises by reason of wear and tear, wilful damage, negligence;
 - 10.5.2 to the extent caused by the Customer's failure to comply with CPA's instructions in relation to the Deliverables, including any instructions on installation, operation, storage or maintenance;
 - 10.5.3 to the extent caused by CPA following any Specification, instruction or requirement of or given by the Customer in relation to the Deliverables;
 - 10.5.4 if the Customer shall not have paid by the due date for payment for all Deliverables supplied whether under the Contract or under any other contract between CPA and the Customer;
 - 10.5.5 where the Customer alters, modifies or repairs any Deliverables in any place other than the CPA's factory or premises or by persons not expressly nominated or approved in writing by CPA;
 - 10.5.6 where the Customer uses any of the Deliverables after notifying CPA that they do not comply with clause 10.2 or 10.4; or
 - 10.5.7 in respect of any defect in the Deliverables arising from any drawing, design or specifications supplied by the Customer.
- 10.6 Except as set out in this clause 10:
- 10.6.1 CPA gives no warranty and makes no representations in relation to the Deliverables; and
 - 10.6.2 shall have no liability for their failure to comply with the warranty in clause 10.1, 10.2 or 10.4, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

11 Indemnity and insurance

- 11.1 The Customer shall indemnify, and keep indemnified, CPA from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by CPA as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
- 11.2 The cost to return any of the Deliverables delivered hereunder shall, except to the extent that CPA has accepted responsibility hereunder, be the responsibility of the Customer who shall

indemnify CPA against any such costs including, but without limitation to the generality of the foregoing, costs of transport and testing or any other cost or loss to CPA arising therefrom.

- 11.3 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

12 Limitation of liability

- 12.1 The extent of the parties' liability under or in connection with an Order and/or the Contract (regardless of whether such liability arises in delict, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.

- 12.2 Subject to clauses 12.5 and 12.6, CPA's total liability shall not exceed the lower of:

12.2.1 the Price for the Deliverables; and/or

12.2.2 any amounts paid by the Customer to CPA under the Order and/or Contract in the six months prior to the act that gave rise to the liability, in each case, whether or not the Customer or CPA, as relevant, has been advised of the possibility of such damages.

- 12.3 Subject to clauses 12.5 and 12.6, CPA shall not be liable for consequential, indirect or special losses.

- 12.4 CPA is unaware of the eventual application of Deliverables supplied and is not liable for the eventual performance of Deliverables (or any loss arising therefrom) which are supplied exactly in accordance specifications and subject to clauses 12.5 and 12.6, CPA shall not be liable for any of the following (whether direct or indirect):

12.4.1 loss of profit;

12.4.2 loss of revenue;

12.4.3 loss or damage to equipment or the Location (unless through CPA's negligence);

12.4.4 loss of use;

12.4.5 loss of production;

12.4.6 loss of contract;

12.4.7 loss of commercial opportunity; and/or

12.4.8 harm to reputation or loss of goodwill.

- 12.5 The limitations of liability set out in clauses 12.1 to 12.4 shall not apply in respect of any indemnities given by either party under the Contract.

- 12.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

- 12.6.1 death or personal injury caused by negligence;
- 12.6.2 fraud or fraudulent misrepresentation;
- 12.6.3 any other losses which cannot be excluded or limited by Applicable Law.

13 Intellectual property

- 13.1 CPA shall indemnify the Customer from and against any direct losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use of the Deliverables infringes the Intellectual Property Rights of any third party ("**IPR Claim**"), provided that CPA shall have no such liability if the Customer:
 - 13.1.1 does not notify CPA in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
 - 13.1.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of CPA;
 - 13.1.3 does not let CPA at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
 - 13.1.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
 - 13.1.5 does not, at CPA's request, provide CPA with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer;
 - 13.1.6 uses the Deliverables in combination with any other goods or services, which without such combination, no IPR Claim could or would have been made.
- 13.2 If any IPR Claim is made or is reasonably likely to be made, CPA may at its option:
 - 13.2.1 procure for the Customer the right to continue receiving the benefit of the relevant Deliverables; or
 - 13.2.2 modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Deliverables remain in material conformance to their Specification.
- 13.3 CPA's obligations under clause 13.1 shall not apply to Deliverables modified or used by the Customer other than in accordance with the Contract or CPA's instructions. The Customer shall indemnify CPA against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by CPA in connection with any claim arising from such modification or use.

14 Confidentiality and announcements

- 14.1 The Customer shall keep confidential all Confidential Information of CPA and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 14.1.1 any information which was in the public domain at the date of the Contract;
 - 14.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 14.1.3 any information which is independently developed by the Customer without using information supplied by CPA; or
 - 14.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 14.2 This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.
- 14.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

15 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. In such circumstances, CPA may elect at its absolute discretion to terminate the Contract or to proceed to perform or continue performance under the Contract within a reasonable time after the termination of such events or circumstances. In the event that CPA elects to continue with the contract following a delay, the Customer shall accept the Deliverables or such part of them as are delivered to it notwithstanding any delay.

16 Termination

- 16.1 If the Customer shall purport to cancel the whole or any part of the Contract CPA may by notice in writing to the Customer elect to treat the Contract as repudiated and the Customer shall thereupon be liable to pay to CPA a sum equal to all the expenses incurred by CPA in connection with the Contract up to the point of cancellation, including an appropriate amount in respect of administrative overheads. CPA's reasonable estimate of the expenses incurred shall be final and binding on the parties. For the avoidance of doubt, this shall include any Services which have been provided to the point at the point of cancellation.
- 16.2 CPA may terminate the Contract at any time by giving notice in writing to the Customer if:
- 16.2.1 the Customer commits a material breach of the Contract and such breach is not remediable;
 - 16.2.2 the Customer commits a material breach of the Contract which is not remedied within fourteen days of receiving written notice of such breach;

- 16.2.3 Clause 7.5 applies;
 - 16.2.4 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within fourteen days after CPA has given notification that the payment is overdue; or
 - 16.2.5 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 16.3 CPA may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 16.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 16.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if CPA reasonably believes that to be the case;
 - 16.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 16.3.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 16.3.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 16.3.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 16.3.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 16.3.8 has a resolution passed for its winding up;
 - 16.3.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 16.3.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 16.3.11 has a freezing order made against it;
 - 16.3.12 is subject to any recovery or attempted recovery of items supplied to it by a CPA retaining title in those items; or
 - 16.3.13 is subject to any events or circumstances analogous to those in clauses 16.3.1 to 16.3.12 in any jurisdiction.
- 16.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle CPA to terminate the Contract under this clause 16, it shall immediately notify CPA in writing.

16.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of CPA at any time up to the date of termination.

16.6 Subject to these Conditions, termination or cancellation of one Order or Contract in relation to the provision of Goods by CPA to the Customer will not affect any other Contract between the Customer and CPA for provision of Deliverables.

17 Notices

17.1 Any notice given by a party under these Conditions shall be signed by, or on behalf of, the party giving it and be sent to the relevant party at the address set out in the Contract or otherwise agreed by CPA in writing.

17.2 Notices may be given, and are deemed received:

17.2.1 by hand: on receipt of a signature at the time of delivery;

17.2.2 by Recorded Signed For post: at 9.00 am on the second Business Day after posting;

17.2.3 by International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and

17.2.4 by email: on receipt of a delivery receipt email from the correct address.

17.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 17.1 and shall be effective:

17.3.1 on the date specified in the notice as being the date of such change; or

17.3.2 if no date is so specified, four Business Days after the notice is deemed to be received.

17.4 This clause does not apply to notices given in legal proceedings or arbitration.

18 Substitution

Unless the Customer specifies in writing to the contrary, CPA may substitute any item ordered by the Customer for a similar product of like quality in the event that the items ordered by Customer are no longer available, or cannot be obtained from a supplier in time to meet the Customer's requirements or otherwise in the absolute discretion of the CPA.

19 Sub-Contract

CPA shall be entitled to sub-contract the whole or any part of the Contract without the Customer's written consent.

20 Export sales

20.1 In respect of sales of the Goods outside the United Kingdom & Ireland ("Export Sales") the provisions of these Conditions shall apply unless inconsistent with the terms of this clause and the Customer shall ensure that the terms and conditions of sale under which it effects re-

sales of the Goods do not contain terms inconsistent with or substantially different from the terms and conditions hereunder.

20.2 Unless otherwise specifically agreed between CPA and the Customer, all Export Sales shall be made ex-works.

20.3 Unless otherwise agreed in writing, payment shall be made in advance in accompaniment of the Customer's Order. The Customer warrants that if an import licence or permit is required for the importation of Goods into the country of destination then such import licence or permit has been obtained or will be obtained prior to shipment.

21 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

22 Assignment

The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without CPA's prior written consent, which it may withhold or delay at its absolute discretion.

23 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

24 Severance

24.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

24.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

25 Waiver

25.1 No failure, delay or omission by CPA in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

25.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by CPA shall prevent any future exercise of it or the exercise of any other right, power or remedy by CPA.

26 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

27 Governing law and jurisdiction

27.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Scotland.

27.2 The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).