

## Mantec Technical Ceramics Limited Terms and Conditions of Sale

### definitions

- 1.1 "Company" Mantec Technical Ceramics Limited  
1.2 "Customer" the customer of the Company  
1.3 "Contract" any contract entered into for the supply of Goods and/or Services by the Company to the Customer in accordance with these terms and conditions  
1.4 "Goods" any goods forming the subject matter of any Contract  
1.5 "Order" the Customer's order for the supply of Goods and/or Services set out in the Customer's purchase order or the Customer's acceptance of the Company's quotation or proposal as the case may be  
1.6 "Services" any services forming the subject matter of any Contract for either Goods and Services or Services only

### quotations, contracts and variations

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Company in accordance with these terms and conditions. The Order shall only be accepted or deemed to be accepted when the Company issues a written acknowledgement of the Order at which point the Contract shall come into existence.  
2.2 These terms and conditions shall be incorporated in and apply to the Contract to the exclusion of any other terms or conditions of or referred to by the Customer or which might otherwise be implied by any trade, custom and practice or course of dealing. Acceptance of any delivery or performance by or on behalf of the Customer shall in any event be conclusive evidence of the Customer's acceptance of these terms and conditions.  
2.3 The Contract constitutes the entire agreement between the Company and the Customer in relation to the Goods and/or Services in the Order to which it relates. It supersedes all previous oral or written communications between the Company and the Customer not expressly referred to in any written acknowledgement by the Company of the Order. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Company's written acknowledgement of the Order.  
2.4 Any samples, drawings and descriptions and illustrations contained in any brochures, catalogues or advertising materials in any media (including without limitation any web site) of the Company are for the purpose only of giving an approximate guide only of the Goods and/or Services described in them and they do not form part of the Contract.  
2.5 No amendment, modification or additional terms to the Contract and these terms and conditions shall bind the Company unless it is agreed in writing (including email) by the Company.  
2.6 Any quotations by the Company are subject to alteration or withdrawal at any time without notice.  
2.7 All of these terms and conditions shall apply to the supply of both Goods and Services except to the extent that they expressly apply only to one or the other.  
2.8 No Order that has been accepted by the Company may be cancelled or suspended by the Customer except with the written agreement of the Company and on terms that the Customer shall indemnify the Company against all loss (including loss of profit), costs (including of labour and materials), damages, charges and expenses incurred by the Company as a result of such cancellation.

### prices

- 3.1 The Company's prices exclude VAT where applicable, delivery and packaging and all other taxes, customs duties or levies of any kind whatsoever and unless otherwise agreed in writing by the Company are those prices prevailing at the date of despatch of the Goods and/or provision of the Services.  
3.2 The price of any Goods is exclusive of all costs and charges of packaging, insurance and transportation of the Goods which shall be paid (or reimbursed to the Company where incurred by it) by the Customer when it pays the price (or when otherwise due if earlier).  
3.3 The price of the Services will (unless otherwise agreed in writing by the Company) be on a time and materials basis calculated in accordance with the Company's standard daily fee rates per person calculated on the basis of eight hours days (including travelling time) with overtime rates as specified from time to time for any working hours (or travelling) in excess of eight hour in any day.  
3.4 Where any Services are provided under the Contract the Customer will pay and reimburse to the Company all the Company's, its agents' and subcontractors' costs of travel (including air fares for overseas travel), overnight accommodation and subsistence expenses and all fees and charges to the Company of any of its agents and subcontractors.  
3.5 Notwithstanding the provisions of clause 4.1 below, the Company may at its absolute discretion either include on its invoice for the price in addition to the amount of all the applicable taxes, customs duties or levies and any items under clauses 3.2, 3.3 and 3.4 above or invoice the applicable taxes, customs duties and levies and any items under clauses 3.2, 3.3 and 3.4 above by way of any separate invoice or invoices to the Customer.  
3.6 The Company reserves the right at any time before delivery of the Goods and/or the carrying out of any Services to change any of its prices by notice to the Customer. If the Customer does not give written notice to terminate the Contract within 5 business days of any such notice it shall be deemed to have accepted the prices as changed to then apply under the Contract to any Goods delivered and/or Services carried out after that time.

### payment

- 4.1 All amounts due to the Company, unless otherwise agreed in writing, shall be payable within 30 days of the end of the month of the Company's invoice without any discount, set-off, retention, withholding or other deduction whatsoever.  
4.2 The Company may at its absolute discretion request payment in advance from the Customer where in the Company's own independent view the Customer's financial position is such that payment might not be made in accordance with clause 4.1 above.  
4.3 Without prejudice to any other rights of the Company, if any invoice is not paid in full by the due date interest shall be payable on any overdue amount under the invoice from the date on which payment was due to that on which it is made (whether before or after judgement) on a daily basis at the rate, subject to any higher rate available at law, of four (4) per cent over the base rate from time to time quoted by the Company's bankers from time to time. The Customer shall also pay all legal and other costs incurred by the Company on a full indemnity basis in recovering any amounts owing from the Customer and taking any action to recover any Goods in which title has been retained by the Company. Such costs shall be due for payment in full immediately on demand.  
4.4 Without prejudice to any other of its rights and notwithstanding any other agreement or arrangement with the Customer, the Company shall be entitled by giving written notice to the Customer at any time to require the Customer to pay the price of any Goods and/or Services in a manner satisfactory to the Company and to refrain from further delivery or performance until the price has been so paid.  
4.5 If the Customer fails to make any payment as and when due in full, or other circumstances entitling the Company to terminate the Contract occur, or if the Customer exceeds any financial limit on the Customer's account from time to time applied by the Company, then the price of all such Goods and/or Services which have been delivered, carried out or prepared for any Order or Orders of the Customer shall forthwith thereupon become immediately due and payable.

### delivery, risk and performance

- 5.1 Unless otherwise agreed in writing by the Company, Goods shall be delivered and risk in them shall pass to the Customer when they are made available to the Customer at the Company's works or other delivery point agreed in writing by the Company.  
5.2 Where Goods are made available at a point other than the Company's premises, the Customer shall be responsible for all unloading and (where applicable) reloading and the Company reserves the right to deliver the Goods at the nearest point of access.  
5.3 Where the Company has notified the Customer at any time that any packaging material is required to be returned to the Company (or its agent), the Customer, at its own expense, will make all such packaging materials available (in good condition subject to fair wear and tear) for collection at such times and dates as the Company (or its agent) reasonably request.  
5.4 Where Goods are supplied for export from the United Kingdom mainland (subject to any amendments, modifications or additional terms agreed by the Company to these terms and conditions):  
5.4.1 terms and expressions defined or having a particular meaning in the Incoterms® (as in force at the date the Contract is entered into) shall have the same meaning in these terms and conditions, but if there is a conflict between the provisions of the Incoterms® and these terms and conditions the latter shall prevail;  
5.4.2 the Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination (including obtaining all necessary licences, permits and permissions);  
5.4.3 the Goods shall be delivered ex-works and the Customer shall be responsible for freight, insurance, taxes, customs duties and levies;  
5.4.4 the Customer shall be responsible for arranging testing and inspection of the Goods at the Company's premises before the delivery at those premises;

**Mantec Technical Ceramics Limited**  
**Terms and Conditions of Sale**

- 5.4.5 the Company shall have no liability for any claim in respect of any defect in the Goods (except in relation to any of the matters referred to in clauses 10.1.1 to 10.1.4 (inclusive) below) which would have been apparent on inspection where the claim is made after the Goods leave the Company's premises, or, for any damage caused during transit.
- 5.5 Any Services will be carried out by the Company at locations and times agreed by the Company with the Customer.
- 5.6 Times quoted for delivery or performance are subject to the supply of all instructions or other matter required by the Company from the Customer and where any Goods are to be supplied from stock, to the availability of stocks at the expected date of delivery. In relation to all Goods and/or Services under the Contract any dates or times for delivery or performance are approximate only and time of delivery is not of the essence. the Company will endeavour to comply with any date proposed or confirmed by it but shall not be liable for any loss, damage or expense arising from any delay or failure in delivery or performance from any cause whatsoever nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance or repudiate the Contract.
- 5.7 If the Customer fails to take delivery of any Goods or materials on which the Company has performed any Services or work when tendered or to provide adequate delivery instructions or to collect them when notified they are ready for collection, the Company at its absolute discretion may exercise any or all of the following rights, namely, to store the Goods or materials at the risk of the Customer, to require the Customer to pay all storage, transportation, demurrage, handling, shipping, hire, or other charges and also any increase in rates of any such charges and any expenses in connection with the delay or detention of any Goods, containers or vehicles incurred by the Company as a result of such failure, or to require the Customer to pay for the Goods (including any related Services) as though delivery or performance had been completed.
- 5.8 Where the Company stores Goods or materials pursuant to clause 5.7 above it shall be entitled to give the Customer 30 days' notice that it intends to dispose of the Goods or materials and unless, within those 30 days, the Customer removes the Goods or materials from storage the Company shall be entitled, without prejudice to its other rights and remedies, to sell the Goods or materials and credit the proceeds of sale towards the costs of sale, storage charges and any other monies due from the Customer to the Company irrespective of whether title in the Goods or materials shall have passed to the Customer and, in its discretion, the Company may (without liability) terminate all and any outstanding Contracts with the Customer and all sums payable under any Contract by the Customer shall become immediately due and payable.
- 5.9 The Company may determine the form of packing and transportation of any Goods the price of which includes packing and carriage and charge extra for any special arrangements requested by the Customer and agreed by the Company. Packaging materials are only returnable where request is made by the Company before or at the time of delivery to the Customer.
- 5.10 The Company may deliver Goods by instalments each of which shall be deemed to be the subject of a separate contract and, unless otherwise agreed in writing, no failure by the Company to deliver any one or more instalments shall entitle the Customer to repudiate any Contract for Goods previously delivered or to refuse to accept any undelivered Goods.
- 5.11 Where the Company is required to carry out any Services or work on the Customer's own plant, equipment or goods at the Customer's premises, the Customer shall ensure the Company's employees agents and subcontractors shall have full and free access to the Customer's plant, equipment and goods at all times to enable them to carry out such work and the Customer shall keep the Company fully informed in writing of all applicable safety and security regulations and the Customer shall take all such other steps as may be necessary to ensure the safety of the Company's representatives, agents and subcontractors attending its premises.
- title**
- 6.1 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and not pass to the Customer (but the Customer shall be entitled to resell, and use them in the ordinary course of business) until the Company has received in cash or cleared funds payment in full of the price of the Goods, any Services carried out in relation to them and of all other debts for any other goods or services in respect of which payment has become due to the Company by the Customer on any account.
- 6.2 Until title to the Goods passes the Customer shall:
- 6.2.1 hold the Goods on a fiduciary basis as bailee for the Company
- 6.2.2 store the Goods separately from all other goods held by the Customer and ensure that they are at all times clearly identified as the property of the Company;
- 6.2.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.2.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- 6.2.5 give the Company such information relating to the Goods as the Company may require from time to time.
- 6.3 Until title to the Goods passes to the Customer the Company shall provided that the Goods have not been resold or irrevocably incorporated into another product, and without limiting any other rights or remedies the Company may have, be entitled at any time on demand:
- 6.3.1 to require the Customer to deliver up the Goods;
- 6.3.2 if the Customer fails to promptly comply with any request made under clause 6.3.1, enter any premises of the Customer or of any third party where the Goods are stored and recover the Goods.
- 6.4 The Company shall, without prejudice to any other remedy, be entitled to maintain an action for the price of the Goods although title in them has not passed to the Customer.
- lost or damaged goods or short delivery**
- 7.1 Where the Company agrees to make Goods available at a point other than the Company's premises if on such delivery of the Goods any Goods are missing, lost or damaged or otherwise any short delivery is made, the Company will in its absolute discretion and at its own expense either make good the discrepancy within a reasonable period by the replacement of the Goods affected or delivery of any shortfall to the original point of delivery, or repair and re-deliver the Goods, or give a credit pro rata to the invoice value for the portion of the Goods missing, lost, damaged or not delivered, and subject otherwise to these terms and conditions and all other requirements of the Company from time to time.
- 7.2 The Company shall have no liability in respect of any such discrepancy unless the Customer has given the Company written notice thereof (in the case of any Goods which are damaged or otherwise not in accordance with the Contract) within twenty eight (28) business days of receipt of the consignment or (in case of any loss or damage which could have occurred in transit and where the Company has agreed in writing to assume responsibility for carriage) within such period and in such manner as will enable the Company to comply with time limits or other requirements imposed by any carrier of which written notice has been given by the Company to the Customer.
- warranty**
- 8.1 The Company will, subject to these terms and conditions, within a reasonable period of time at its option make good free of charge by replacement at the original point of delivery or repair (or, in the case of any Services not conforming to the Contract, re-performance of those Services) or give credit for the invoice value of any Goods and/or Services or any part of any of them in which there occurs any failure occasioned by a defect of materials or workmanship or design which appears during a period of 12 months from the date of the Company's despatch of the Goods and/or performance of the Services or such other period as the parties agree in writing (normal wear and tear excepted) provided that the Customer has given the Company written notification of the defect immediately upon the occurrence of such failure and that such notice is also within the said warranty period.
- 8.2 The Company shall have no liability (except in relation to any of the matters referred to in clauses 10.1.1 to 10.1.4 (inclusive) below) for:
- 8.2.1 any Goods (or in relation to any loss or damage to any plant, equipment or other goods of the Customer in relation to which any of the Goods are applied or used) where the Goods have been installed, used, maintained, assembled, commissioned, serviced, adjusted or stored otherwise than by the Company or in accordance with the Company's recommendations or (if there are none) in accordance with good trade practice;
- 8.2.2 any Goods (or in relation to any loss or damage to any plant, equipment or other goods of the Customer in relation to which any of the Goods are applied or used) where the Goods have suffered any excessive wear, misuse, wilful damage, neglect or accident;
- 8.2.3 any costs (including labour) of removing any Goods forming the subject of any claim which has been accepted by the Company or the refitting of any repaired or replacement items or any taxes, customs duties, levies or similar charges payable in connection with the transportation to the Customer of any replacement parts;
- 8.2.4 any Goods and/or Services in relation to any defect, failure in performance or other discrepancy in usability or functionality of them which results from any design, specification, advice, information, details, materials or services supplied by or on behalf of the Customer;
- 8.2.5 any Goods or any matter or item in relation to which any Services have been carried out, in respect of which the Customer makes further use after giving written notice to the Company of the defect, failure, damage or loss.
- 8.3 Except as expressly provided in these terms and conditions the Company accepts no liability, express or implied, for any life or wear of any Goods or their quality or suitability for any particular purpose or use under specific conditions (whether or not known to the Company).
- 8.4 The Company will carry out any Services in accordance with the description or specification for the Services confirmed in writing by the Company to the Customer.

**Mantec Technical Ceramics Limited**  
**Terms and Conditions of Sale**

- 8.5 Except as expressly provided in clause 8.5 above or otherwise in these terms and conditions, all warranties in relation to the Services which would otherwise be implied by law are hereby excluded to the fullest extent permitted by law.
- claims**
- 9.1 The Company shall have no liability in respect of any claim by the Customer under these terms and conditions (except in relation to any of the matters referred to in clauses 10.1.1 to 10.1.4 (inclusive) below) unless:
- 9.1.1 written notice of the claim is given to the Company within the warranty period referred to in clause 8.1 above; and
- 9.1.2 the Customer has afforded the Company all reasonable opportunities and facilities for the investigation of any claim and the making good of any discrepancy or defect and complied with any request by the Company for photographic or other evidence of or reports relating to the alleged defect and copies of maintenance or operating records and, if the Company so requests, the return, securely packed, of any Goods (including the packaging) for examination or rectification by the Company, the cost of transportation to be borne by the Customer but credited by the Company if the claim is accepted; and
- 9.1.3 the Customer has paid the full amount of all invoices due prior to the date of the claim.
- 9.2 Where a claim is accepted, any replaced items shall belong to the Company and may be disposed of only in accordance with the Company's instructions.
- 9.3 Any Goods and/or Services in respect of which no claim is made in accordance with these terms and conditions shall be deemed to have been accepted and (in relation to any Services) approved by the Customer in accordance with the Contract and the Company reserves the right to charge the Customer with any administration, handling or other costs it incurs in connection with any claim it does not accept.
- extent of liability**
- 10.1 Except to the extent provided in clause 10.2 below or where expressly provided otherwise in these terms and conditions, the Company shall have no obligation, duty or liability in contract, tort (including negligence), breach of statutory duty or otherwise howsoever under or in connection with the Contract other than for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 10.1.2 fraud or fraudulent misrepresentation;
- 10.1.3 breach of the terms (title and quiet possession) implied by section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982; or
- 10.1.4 any liability which may not be excluded by law.
- 10.2 Except in relation to each of the matters referred to in clauses 10.1.1 to 10.1.4 (inclusive) above and where expressly provided otherwise in these terms and conditions:
- 10.2.1 the Company shall have no liability for:
- 10.2.1.1 any economic loss (whether direct or indirect), including but not limited to wasted time or expenditure or loss of profits, production, business revenue or goodwill;
- 10.2.1.2 any indirect, special or consequential loss, damage, costs or expenses; or
- 10.2.1.3 any claims against the Customer by any person and the Customer shall be solely responsible for any such losses or claims; and
- 10.2.2 the total liability of the Company to the Customer shall not exceed the price (excluding VAT) for the Goods and/or Services.
- 10.3 Without prejudice to clause 8.1 above, the Company shall (except in relation to any matters referred to in clauses 10.1.1 to 10.1.4 (inclusive) above) be discharged of all liability to which these terms and conditions apply unless (without extending statutory limitation) proceedings are begun within twelve (12) months after the Customer became aware (or should reasonably have become aware) of the facts giving rise to such liability.
- 10.4 Any claim by the Customer or acceptance of liability by the Company in respect of any particular Goods and/or Services shall not entitle the Customer to reject or refuse to pay for any other Goods and/or Services comprised in the same or any other Contract.
- termination or suspension**
- 11.1 If the Customer fails to make any payment as and when due or otherwise defaults on any of its obligations under the Contract or any other agreement with the Company or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or manager or administrator appointed to it, then, in any such event, the Company shall, without prejudice to any other remedy, be entitled, at its absolute discretion, without liability to the Customer, by giving the Customer written notice at any time or times, to suspend its performance of or (whether or not such performance has previously been suspended) terminate such Contract. The Company shall not be liable to the Customer for loss incurred by the Customer due to any such suspension or termination of the Contract or any obligations under it. Any such suspension or termination shall also not prejudice any rights of the Company to recover damages from the Customer or pursue any other remedies in relation to the matter giving rise to such action or for loss of profit and any other losses of the Company under or in relation to the Contract.
- 11.2 The rights of the Company under this Contract shall not be prejudiced at any time or restricted by any indulgence or forbearance extended to the Customer and no waiver by the Company in respect of any breach shall operate as a waiver in respect of the same or any subsequent or other breach or right to any remedy in respect of any repeated breach or other subsequent breach.
- force majeure**
12. The Company shall not be liable for any delay or other failure to perform the whole or any part of the Contract resulting from any cause whatsoever beyond the Company's reasonable control existing at the date of the Contract or arising thereafter (including but not limited to strikes, lock-outs, other industrial action or disputes, failure of any utility service or provider or transport network or provider, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, agents or subcontractors) and the time for performance shall be extended by the period of any such delay.
- tests and standards**
- 13.1 Where any tests or inspection are to be conducted in relation to any Goods and/or any assessment of the method to be used in relation to any Services at the Company's premises and the Customer fails to attend upon reasonable notice of up to fourteen (14) days the Company shall be entitled to proceed in the Customer's absence and the Customer shall be deemed to have accepted the results of such tests or inspection in relation to the Goods or approved any such assessment of the method to be used in relation to any Services.
- 13.2 Where any tests or inspection are to be conducted in relation to any Goods and/or any assessment of the method to be used in relation to any Services at the Customer's premises and the Customer fails upon reasonable notice of up to fourteen (14) days to carry them out or permit them to be carried out or has commercially operated the Goods before the date for testing or inspection or assessment, then such tests or inspections or assessments shall be deemed to have been successfully carried out. Acceptance of the Goods and/or approval of the Services shall not be delayed by reason of any minor additions, omissions or defects which do not materially affect the use of the Goods or the purpose for which the Services are provided.
- intellectual property**
14. The Company authorises the Customer to use the trade marks, service marks, trade, business and domain names, patents, rights to inventions, utility models, copyright and related rights, rights in goodwill, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know how and trade secrets) and any other intellectual property of the Company (in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world) only in respect of designated Goods and/or Services and for no other purposes whatsoever. The Customer will assign on demand any rights developed or otherwise acquired by it through its use of any such intellectual property to the Company in writing free of charge and shall not seek to obtain its own rights to any of the Company's intellectual property by any means. The Company shall be responsible for the conduct of any proceedings, including also any such proceedings brought against the Customer by any third party, based on any claim related to any intellectual property rights of the Company. The Customer shall notify the Company promptly in writing of any such claim and shall render to the Company full authority and assistance in respect of such proceedings. The Company shall not be liable for any cost incurred by the Customer without the Company's prior written authorisation.
- trade marks**
15. The Customer undertakes to respect all trade marks of the Company and in particular where there is such a trade mark or trade marks on the Goods it undertakes:
- 15.1.1 not to alter remove or obliterate such trade marks either partly or wholly;
- 15.1.2 not to apply any other trade mark to the Goods;
- 15.1.3 not to apply to the Goods any other matter in writing that is likely to injure the reputation of the trade mark.
- proprietary information**
16. The Customer shall take all reasonable steps to protect all Proprietary Information of the Company which is disclosed to it or it otherwise becomes aware of generally from the Company or its representatives, agents or subcontractors, including steps to prevent any unauthorised publication, disclosure or use during and after the term of any

## **Mantec Technical Ceramics Limited**

### **Terms and Conditions of Sale**

Contract. "Proprietary Information" means any information or data of the Company or any third party to whom an obligation of confidentiality is owed, which is supplied to the Customer and indicated as being proprietary or confidential. This clause does not apply to information already in the Customer's possession or in the public domain, otherwise than by default of the Customer.

#### **customer's obligations**

- 17.1 The Customer shall:
- 17.1.1 ensure that the terms of the Order and the information it provides to assist the Company in preparing any specification for the Goods and/or Services are complete and accurate;
- 17.1.2 co-operate with the Company in relation to all matters relating to the Services;
- 17.1.3 provide the Company, its employees, agents and subcontractors with reasonable access to the Customer's premises, office accommodation and other facilities which may be required by the Company to provide the Services;
- 17.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Services to be provided
- 17.1.5 inform the Company, its employees, agents and subcontractors of its security procedures and health and safety regulations that apply to such persons who enter the Customer's premises to provide the Services.
- 17.2 If the Company's performance of its obligations in relation to the Services is prevented or delayed by any act or omission of the Customer (whether arising in relation to any matter under clause 17.1 or otherwise), the Company shall (without limiting its other rights and remedies) be entitled to suspend or terminate future performance of its obligations and shall not be liable to the Customer in relation to any such suspension or termination. The Customer will pay to the Company on demand all costs and losses incurred by it in relation to any default of the Customer resulting in any suspension or termination by the Company of any of its obligations under this clause.
- 17.3 The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses arising out of or in connection with any claim made against the Company by a person for death, personal injury or damage to property arising through no fault of the Company while that person is at the Customer's premises.
- 17.4 The Customer shall not be entitled to resell the Goods or any part of them over the Internet or a telephony network without the prior written consent of the Company.

#### **general**

- 18.1 The Company reserves the right to update any specification or data relating to any Goods and/or Services wherever set out without notice to the Customer.
- 18.2 Any performance figures given by the Company in relation to any Goods and/or Services are based upon experience, trials or testing but unless expressly agreed in writing by the Company no liability is accepted if such performance figures are not achieved.
- 18.3 The Company shall have no liability for any advice, opinion or information furnished by the Company, its officers, employees, agents or subcontractors unless given in writing by a person authorised in writing by a director of the Company to give the same, in response to a written request by the Customer referring to the Contract.
- 18.4 The Customer shall be responsible for and shall indemnify, keep indemnified and hold harmless the Company against any and all claims, proceedings, costs, damages, liabilities and expenses incurred or suffered by the Company arising from any instructions, data, drawings, specifications, tooling, equipment, materials (including "free-issue" items), services or other items supplied by or on behalf of the Customer to the Company or from any failure to supply the same or any inaccuracy, insufficiency or default in them or from any infringement or alleged infringement of the rights of any third party resulting from the Company's use of any of the foregoing items.
- 18.5 The Customer may not assign any of its rights or delegate any of its obligations under this Contract in whole or in part without the prior written consent of the Company.
- 18.6 The Company may at its absolute discretion sub-contract all or any of its obligations under the Contract and may assign any of its rights to any third party at any time.
- 18.7 The Company shall have a lien on any goods (including materials supplied by the Customer on which the Company has carried out or is to carry out work) in the Company's possession for all sums due at any time from the Customer on any account and shall be entitled to keep possession of or at its option sell or dispose of the same as agent for and at the expense of the Customer and apply any proceeds in and towards the payment of such sums on twenty eight (28) days written notice to the Customer.
- 18.8 The Customer shall be responsible for obtaining any necessary import licences. The failure to obtain such a licence shall not entitle the Customer to claim that the Contract is frustrated or otherwise avoided if regulations in force at the time the Contract was made or subsequently called or call for such a licence to be obtained.
- 18.9 The Customer shall treat the Contract and all information which it acquires thereunder as confidential.
- 18.10 Reference to "business days" in these terms and conditions means any day (other than Saturday, Sunday or a public holiday) when banks are open for business in England.

#### **Contracts (Rights of Third Parties) Act 1999**

19. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to benefit or enforce any term of the Contract. This clause does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### **Data protection**

- 20.1 The Company will only use personal data (including the personal details and contact information of the Customer's officers, employees, agents and subcontractors) in accordance with the Company's Privacy Policy, a copy of which can be viewed on our website at [www.mantectechnicalceramics.com](http://www.mantectechnicalceramics.com).
- 20.2 The Customer authorises the Company to carry out checks (including enquiries relating to directors or other individuals) with credit reference agencies and to keep a record of that search and to make available to such agencies information relating to the conduct of the Customer's account and the Customer acknowledges that the agencies concerned may keep and share the information supplied to them with other businesses in assessing applications for credit and/or fraud prevention.

#### **validity**

- 21.1 If any provision of these conditions is held by any court or competent authority to be invalid, illegal or unenforceable in whole or in part, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity, legality and enforceability of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- 21.2 If any invalid, illegal or unenforceable provision of these conditions would be valid, legal and enforceable if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it valid, legal and enforceable.

#### **law, jurisdiction and construction**

- 22.1 The Contract shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters relating to the Contract except to the extent the Company in its absolute discretion invokes the jurisdiction of the courts of any other country.
- 22.2 Prior to the commencement of any legal proceedings pursuant to this Contract the parties shall attempt to resolve their dispute(s) without resorting to legal action save that nothing in this clause shall, in the case of an emergency, prevent the Company from seeking interim relief. Notwithstanding this any action brought by the Customer shall be brought pursuant to the provisions of clause 22.1 above.
- 22.3 The headings of these terms and conditions are for convenience of reference only and shall not affect their interpretation.

#### **notices**

23. Any notice to be given under the Contract shall be in writing in English and (1) if hand delivered to the receiving party at its business address last notified in writing to the other party (its "Business Address") it shall be deemed given on delivery, (2) if sent pre-paid registered or special delivery post to the receiving party at its Business Address it shall be deemed to have been given 2 business days (or 5 business days in the case of Customers outside the United Kingdom) following the date of posting and (3) if sent by fax to the fax number last notified in writing to the other party be deemed to have been given on the next business day provided a hard copy of the fax is sent by pre-paid registered or special delivery post to the receiving party at its Business Address by the end of that next business day.

Registered Office: Albion Works, Uttoxeter Road, Stoke on Trent, ST3 1PH  
Registered in England and Wales no. 05330054 VAT no. 857 2744 92  
Issued April 2018