

Widnes Galvanising Limited

Terms of Trading

1 PRICE AND CONTRACT

The following definitions will apply in these Terms of Trading:

"Blasting Services" the shot blasting services to remove paint from the Products, which are to be supplied by the Company to the Customer pursuant to the Contract, whether in relation to the applications of the Coatings or otherwise.

"Business Day" a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales.

"Coatings" galvanizing, and/or any chemical, electrical or metallurgical coating process.

"Company/we/us" Widnes Galvanising Limited incorporated and registered in England and Wales with company number 02206443.

"Confidential Information" the provisions of these Terms of Trading and the Contract, including the Order Confirmation, specification and the Price, and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of the Contract.

"Contract" any contract between the Customer and the Company for the sale of Goods and/or provision of Services, incorporating these Terms of Trading and formed in accordance with clause 1.8.

"Customer/you" means the person, firm or company who has placed an order for Services and/or Goods from the Company.

"Data Protection Laws" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 (the "GDPR").

"Data Subject Request" means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the Data Protection Laws.

"Goods" any goods we may supply to you including Processed Products.

"HS Policies" means the Company's Code of Business Conduct and Anti-Bribery and Corruption Policy, available at www.hsgroup.com as amended by the Company from time to time.

"Insolvent" has the meaning set out in clause 6.9.

"Order Confirmation" the documentation or order confirmation issued by the Company setting out the Price, the Goods and the Services to be provided and forming part of the Contract.

"Processed Products" Products in respect of which we have or will have undertaken Services.

"Products" the individual items delivered to us by or on behalf of the Customer for us to apply Coatings and/or perform the Blasting Services.

"Recoverable Liabilities" all losses, liabilities, costs (on a full indemnity basis, including legal and other professional costs and costs of enforcement), damages and expenses that the indemnified party does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified party by any person and all losses, liabilities, costs (on a full indemnity basis, including legal and other professional costs and costs of enforcement), damages and expenses the indemnified party does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding.

"Relevant Products" Products title to which has passed to the Company under clause 6.2 and Processed Products.

"Representatives" a party's officers, directors, employees, personnel, contractors, consultants, agents and representatives.

"Services" the services set out in the Order Confirmation including the Blasting Services, the preparation of Products for Coatings and the application of Coatings to Products.

"Terms of Trading" means the standard terms and conditions set out in this document.

1.2 Subject to clause 1.5, the price ("the Price") for the Services (and any Goods) is stated in the Order Confirmation and excludes delivery, taxes duties and any other special packaging (unless otherwise stated). VAT, taxes and duties will be charged in addition at the rate applying at the time of delivery.

1.3 Any quotation or estimate or contract made by the Company is given subject to these Terms of Trading. Without prejudice to the Company's right not to accept an order, quotations will be valid for 7 days from date of issue, unless otherwise stated.

1.4 Unless otherwise stated, the Price quoted is an illustrative estimate only and, subject to clause 1.5, the price charged will be the Company price current at the time of delivery as set out in the Order Confirmation.

1.5 At any time before applying the Coatings and/or performing the Blasting Services the Company may adjust the Price to reflect any increase in its costs of supplying the Services and/or Goods.

1.6 The Contract will be subject to these Terms of Trading to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).

1.7 No amendments to these Terms of Trading shall be effective unless expressly agreed in writing by the Company and included in the Order Confirmation.

1.8 Any quotation is not an offer. All orders by the Customer for the Goods or Services if accepted will be accepted subject to these Terms of Trading. Any order shall be accepted entirely at the discretion of the Company and the Contract shall come into existence upon the Company's acceptance. All other terms conditions and/or warranties whatsoever are excluded from the Contract or any variation thereof unless expressly accepted by the Company in writing.

1.9 If, subsequent to the Contract, any other contract for the Services and/or Goods is concluded with the same Customer by letter, email, fax, text or orally, or by any combination of these, without express reference to these Terms of Trading, it shall be a term of such a contract that these Terms of Trading apply to such contract.

1.10 Any statement or representation by the Company its employees or agents upon which the Customer wishes to rely must be set out in writing and included in the Order Confirmation. Any statement or representation which is not so chosen; modify, drill, suspend or acted upon entirely at the Customer's own risk. For the avoidance of doubt illustrations, weights, measures, performance capabilities, application suitability information and other data set out in the sales literature of the Company are statements of opinion and are provided for information only and form no part of the Contract.

1.11 The Contract is between the Company and the Customer as principals; neither the benefit nor the burden is assignable by the Customer without the Company's prior consent in writing; the Contract may be assigned or sub-contracted by the Company.

1.12 No Contract may be cancelled by the Customer except with the agreement in writing of the Company and the Customer shall indemnify the Company in full against all Recoverable Liabilities (including loss of profit and the cost of all labour and materials used) incurred by the Company as a result of cancellation.

2 OBLIGATIONS OF THE CUSTOMER AND CONDITION OF PRODUCTS DELIVERED TO US FOR COATING AND/OR BLASTING SERVICES

2.1 It is a condition of the Contract that the Customer ensures that the Products are fit and proper for the application of the Coatings and/or the Blasting Services in a safe and effective manner and the Customer confirms that the Customer is aware of the processes which the Company will administer to the Products as part of the Services.

2.2 The Company will have no liability for any loss damage delay or other liability whatsoever in relation to Products and the related Processed Products to the extent that the condition in clause 2.1 is not fully complied with.

2.3 The Company notwithstanding clause 2.1 above will have the right to reject Products presented for Coating and/or Blasting Services if the Company considers the Products are not fit to be so processed and in addition the Company will if it so chooses; modify, drill, suspend or otherwise adapt the Products in order for them to be subject to Coating and/or Blasting Services and all such activities will be at the risk and expense of the Customer and any such additional activities shall be chargeable and added to the Price.

2.4 The Company will have no liability whatsoever for any loss or damage to the Products nor the inability of the Processed Products to be assembled or reassembled or to be joined to any other item as a result of the Coating and/or Blasting Services. Thus it is the Customer's responsibility to ensure that the Products when the Coating has been applied and/or Blasting Services performed will be fit for the Customer's own purpose.

2.5 The Customer will fully indemnify the Company in relation to any Recoverable Liabilities that the Company does or will incur or suffer arising out of or in connection with any breach of clause 2.1 and for any damage or change that may be incurred to the Processed Products as a result of the activities of the Company under clause 2.3 above.

3 DELIVERY AND RISK

3.1 All delivery times quoted are estimates only.

3.2 Save as set out in clauses 3.5 or 3.6, if the Company fails to deliver the Services and/or the Processed Products by the expiry of 14 days from any estimated delivery date in the Order Confirmation (or if no date is stated 14 days after the expiry of a reasonable time within which the Services should have been effected in respect of the Products) the Customer may, by informing the Company in writing, cancel the Contract, however the Customer may not cancel if the Company receives such notice after commencement of the Services.

3.3 If the Customer collects or accepts delivery of the Processed Products, it will be on the basis that it has no claim against Company for any delay.

3.4 The Company may deliver the Processed Products and Services in installments. Each installment is to be treated as a separate contract incorporating these Terms of Trading.

3.5 The Company may decline to deliver if:

3.5.1 it believes that it would be unsafe, unlawful or unreasonably difficult to do so; or

3.5.2 the delivery premises (or the access to them) are unsuitable for its vehicle(s).

3.6 If for any reason the Customer fails to collect the Processed Products on any collection date notified by the Company to the Customer ("Collection Date") then the Company may store the Processed Products for 14 days entirely at the risk of the Customer. The Customer is responsible for insuring the Products and Processed Products against all other risks at a suitable level while the same are in the Company's custody. After the 14 days the Company will charge the Customer a daily rate for storage, unless otherwise agreed by the Company in writing.

3.7 If the Processed Products or Products are not collected from the Company within 28 days of the Collection Date, then clause 3.8 shall apply.

3.8 If clause 3.7 or 3.6 applies, then the Company will be entitled to sell such Processed Products and/or Products as it sees fit where title to the same is vested in the Company. Further to the extent that title to the Products and/or Processed Products is vested in the Customer and not in the Company, then the Customer hereby irrevocably appoints the Company as its agent to effect a sale of such Products and/or Processed Products at such price as the Company deems fit and the Customer shall keep the Company fully indemnified against all Recoverable Liabilities whatsoever arising from or in connection with such sale including implied warranties and conditions in favour of any buyer thereof and the Company shall deduct from the proceeds of sale and keep for itself the full amount owed to the Company in respect of such Products and/or Processed Products.

4 RISK

4.1 The Products and the Processed Products are at the Customer's risk at all times.

4.2 Delivery shall take place as set out in the Order Confirmation either:

4.2.1 at the Company's premises (if the Customer is collecting them or arranging carriage); or

4.2.2 at the Customer's premises or address specified by the Customer to the Company (if the Company is arranging carriage).

4.3 The Customer must inspect and sign for the Processed Products on delivery. If any Processed Products are damaged the Customer must indicate this on the delivery note at point of delivery. If Processed Products are not delivered, the Customer must write to the Company within 14 days of delivery or the expected delivery time. The Customer must give the Company (and any carrier) a reasonable opportunity to inspect the damaged Processed Products.

5 PAYMENT TERMS

5.1 The Customer is to pay the Company in cash or in cleared funds prior to delivery, unless the Customer has an approved credit account.

5.2 If the Customer has an approved credit account, payment is due no later than 30 days after the beginning of the month following the month of delivery or invoice (whichever is the earlier) unless otherwise agreed in writing however the Customer must note that until paid for the Processed Products are the property of the Company and clause 6 applies.

5.3 Without prejudice to clause 6 if the Customer fails to pay the Company in full on the due date, the Company may:

5.3.1 suspend or cancel future deliveries or provision of Goods or Services;

5.3.2 cancel any discount offered to the Customer;

5.3.3 charge interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998 (the "Act");

(a) calculated (on a daily basis) from the date of our invoice until payment;

(b) compounded on the first day of each month; and

(c) before and after any judgment (unless a court orders otherwise);

5.3.4 claim fixed sum compensation from the Company under s.5A of the Act to cover the Company's credit control overhead costs; and

5.3.5 recover the cost of taking legal action to require the Customer to pay.

5.4 If the Customer has an approved credit account, the Company may withdraw it or reduce the credit limit or bring forward the due date for payment. The Company may do any of those at any time on notice to the Customer.

5.5 The Customer does not have the right to set off any money it may claim from the Company against anything the Customer may owe the Company.

5.6 The Company has a lien on any of the Customer's property in the Company's possession including any Products and Processed Products which are not the property of the Company and if the Customer is in breach of its payment obligations to the Company under the Contract then the Company shall have the right to sell the same under clause 3.8.

5.7 The Customer is to indemnify the Company in full from all Recoverable Liabilities the Company does or will incur or suffer arising out of or in connection with any breach by the Customer of any of its obligations under these Terms of Trading and the Contract.

5.8 Time for payment of amounts due to the Company shall be of the essence of the Contract.

5.9 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

6 TITLE

6.1 The Customer covenants and warrants that it has full title to all Products at the point of delivery to the Company.

6.2 In consideration of the Company agreeing to apply the Services in respect of the Products full title to all Products will transfer to the Company upon delivery of the Products to the Company.

6.3 Title to Products that have become Processed Products and any returned Products will pass to the Customer in accordance with clause 6.4 but no warranties nor conditions are given by the Company nor will be implied as to the description, quality, fitness for purpose or otherwise except to transfer title to the Processed Products on the basis that the Customer effectively transferred title to the Products forming part of the Processed Products under clause 6.1 and without prejudice to clause 7.

6.4 Full legal, beneficial and equitable title to and property in the Relevant Products and the Processed Products shall remain vested in the Company (even though the Products/Processed Products may have been delivered to the Customer and risk is with the Customer) until:

6.4.1 payment in full, in cash or cleared funds, for all the Processed Products and Services relating thereto that are the subject of the Contract has been received by the Company; and

6.4.2 all other monies payable by the Customer to the Company on any other account or under the Contract or any other contract between the Customer and the Company has been received by the Company.

6.5 Until full legal, beneficial and equitable title to and property in the Relevant Products passes to the Customer:

6.5.1 the Customer shall hold the Relevant Products on a fiduciary basis as the Company's bailee;

6.5.2 the Customer must store them so that they are clearly identifiable as the property of the Company;

6.5.3 the Customer must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for the Company;

6.5.4 the Customer may use the Relevant Products and sell them in the ordinary course of its business, but not if:

(a) the Company revokes that right (by informing the Customer in writing); or

(b) the Customer becomes insolvent.

6.6 The Company may repossess the Relevant Products delivered to the Customer at any time on demand until title passes to the Customer and the Company must be allowed to remove the Relevant Products from the Customer's premises. The Customer shall procure that the Company shall also be able to recover the Relevant Products from such third parties to whom the Relevant Products have been on-sold.

6.7 The Customer provides its permission to enter any premises where the Relevant Products may be stored:

6.7.1 at any time, to inspect them; and

6.7.2 to remove them, using reasonable force if necessary.

6.8 Despite the Company's retention of title in the Relevant Products, it has the right to take legal proceedings to recover the Price (and any other amounts due to the Company under the Contract) should the Customer not make payment to the Company by the due date.

6.9 Without prejudice to clause 6.6 the Customer's right to possession of the Relevant Products shall terminate immediately if:

6.9.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager or administrative receiver appointed over any of its assets, undertaking or income or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

6.9.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

6.9.3 the Customer encumbers or attempts to encumber or in any way charges attempts to charge any of the Relevant Products,

together "Insolvent".

6.10 The Customer is not the Company's agent. The Customer has no authority to make any contract on behalf of the Company or in its name.

7 WARRANTIES

7.1 The Company warrants (subject to clause 7.2) that the Services as applied to the Processed Products:

7.1.1 comply with their description in the Order Confirmation; and

7.1.2 have been or will be effected with reasonable care and skill using reasonable materials and such Services are free from material defects at the time of being effected.

7.2 Whilst the Company takes reasonable care during the execution of the Services in respect of the Processed Products, it cannot accept any liability relating to:

7.2.1 distortion, buckling, fracture or change in physical or mechanical properties of the Products or Processed Products; or

7.2.2 applying the Services to Products that are unsuitable for hot dip galvanizing; or

7.2.3 applying the Services to Products received in an assembled condition (unless instructed in writing and included in the Order Confirmation that the Products are to be disassembled prior to effecting the Services thereto);

7.2.4 lack of free movement of moveable parts incorporated into Processed Products arising from the application of the Coating and/or performance of the Blasting Services or otherwise; or

7.2.5 drilling of Products by the Company to allow venting or drainage or suspension or otherwise to facilitate the execution of the Services.

7.3 Without prejudice to Clauses 6.3 and 7.1 above, the Company gives no other warranty (and excludes any warranty, term or condition that would otherwise be implied) as to the description and/or quality of the Services and the Processed Products or their fitness for any purpose. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract (except as set out in clause 6.3, 7.1 and 7.8).

7.4 If the Customer believes that the Company has delivered Services and/or Processed Products that are defective in materials or workmanship by the Company, it must:

7.4.1 inform the Company (in writing), with full details, as soon as possible; and

7.4.2 allow the Company to investigate (including access to the Customer's premises and to the Processed Products)

7.5	Subject to clause 7.6, if the Customer establishes to the Company's reasonable satisfaction that there is a failure to comply with the warranty in clause 7.1 then as the Customer's exclusive remedy the Company shall at the Company's sole option and in its sole discretion and within a reasonable time:	15	NOTICES
	7.5.1 repair or make good such defect or failure free of charge (including reasonable costs of transportation of any goods or materials to and from the Customer's UK location for that purpose);	15.1	Any notice required to be given to a party under or in connection with the Contract shall be in writing and:
	7.5.2 re-perform such Services if appropriate but the Customer will bear all costs of transport, removal and reinstatement;		15.1.1 sent to the relevant party's address by pre-paid first class post or mail delivery service providing proof of delivery;
	7.5.3 refund that amount of the Price as relates to application of the Services which do not comply with clause 7.1.		15.1.2 delivered to or left at that party's address; or
7.6	The Company shall not be liable for a breach of the warranty set out in Clause 7.1 if:		15.1.3 sent by e-mail to that party's email address.
	7.6.1 the Customer makes any further use of such Processed Products after giving such notice; or	15.2	The address for the service of notices will be the receiving party's registered office (if a company) or (in any other case) its principal place of business and, in the case of email, such email address as confirmed by each party from time to time to be used for the receipt of notices under the Contract.
	7.6.2 the defect arises:		15.2.1 Any notice given in accordance with clause 15.1 will be deemed to have been served if given:
	(a) due to damage in transit after the delivery point; or		15.2.1 by first class post or mail delivery service, in each case as set out in clause 15.1.1, at 9.00 a.m. on the second Business Day after the date of posting;
	(b) because the Customer failed to properly store, install, commission, use or maintain the Processed Products in accordance with any instructions oral or written from the Company and in accordance with good trade practice; or		15.2.2 as set out in clause 15.1.2, at the time the notice is delivered to or left at that party's address; and
	7.6.3 the Customer alters or repairs such Processed Products without the written consent of the Company,		15.2.3 as set out in clause 15.1.3, at the time of sending the e-mail;
	subject, in every case, to the remaining provisions of this Clause 7, the Company's liability under the Contract shall in no event exceed the Price and performance of any one of the options in clause 0 shall constitute an entire discharge of the Company's liability in respect of any failure to comply with its obligations under the Contract.	15.3	provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.
7.7	Subject to Clause 0 and 7.8:		15.3 If a notice is given by e-mail the title to the e-mail will begin with the words "Service of Notice" and a copy of the notice will be sent to the receiving party's address (in accordance with clause 0) by pre-paid first class post or mail delivery service providing proof of delivery within 24 hours after sending the e-mail. The requirements set out in this clause 15.3 are not conditions to valid service of the relevant notice by e-mail.
	7.7.1 and further subject to clause 7.7.2, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, breach of statutory duty or otherwise, arising out of or in connection with the performance or contemplated performance of the Contract shall be limited in the aggregate, to the lower of:	16	MISCELLANEOUS
	(a) the total Price payable under the Contract; or		16.1 The Customer shall keep and procure to be kept secret and confidential all Confidential Information disclosed to it or obtained by it as a result of the relationship of the parties under the Contract and shall not use or disclose the same, save for the purposes of the proper performance of the Contract or with the prior written consent of the Company.
	(b) £2,000 per complete Processed Product that is the subject of a valid claim under the Contract; or		16.2 Any failure to exercise or any delay by the Company in exercising a right or remedy provided by the Contract or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Contract or of a default under these Terms of Trading will not constitute a waiver of any other breach or default and will not affect the other terms of the Contract.
	(c) the cost of the Product that is defective as originally delivered to the Company but excluding any profit or central overhead element; and		16.3 The Customer shall not, without the written consent of the Company assign, transfer, mortgage, charge or deal with in any other manner with any of its rights under any Contract or purport to do the same.
	7.7.2 the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of use, loss of business, loss of opportunity, loss of reputation, loss of anticipated savings, loss of use of money, depletion of goodwill, liability to the Customer's clients, nor otherwise, in each case whether direct, indirect or consequential, nor any claims for indirect or consequential losses or compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.		16.4 The Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under any Contract and shall for the avoidance of doubt be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights and interest that it has in relation to the Contract.
7.8	Notwithstanding anything to the contrary nothing in these Terms of Trading shall restrict or limit the Company's liability for death or personal injury resulting from its negligence by operation of Section 2(1) Unfair Contract Terms Act 1977, nor fraud or fraudulent misrepresentation nor for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.	16.5	In these Terms of Trading:
7.9	The Company makes every effort to ensure the accuracy of its advice, recommendations and representations but it cannot accept any liability for any loss or damage that arises out of the information supplied.		16.5.1 headings appear for convenience only and shall not affect construction;
8	SPECIFICATION		16.5.2 words expressed in the singular shall include the plural and vice versa;
8.1	If the Company delivers the Services and/or Processed Products in accordance with the Customer's specifications and/or instructions, the Customer must ensure that:		16.5.3 words referring to a particular gender include every gender;
	8.1.1 the specifications or instructions are accurate and referred to clearly in the Order Confirmation;		16.5.4 references to a person include a natural person, corporate or unincorporated body (whether or not having separate legal personality);
	8.1.2 Processed Products prepared in accordance with those specifications or instructions will be fit for the purpose for which the Customer intends to use them; and		16.5.5 a reference to a party includes its successors or permitted assigns;
	8.1.3 the Customer's specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable laws or regulation. The Customer shall have responsibility for ensuring that it meets the requirements of all applicable laws and regulations affecting both the Products and the onward sale of the Processed Products, including compliance with international import and export laws and regulations, and shall indemnify the Company against the Recoverable Liabilities arising out of or in connection of any violation of the same.		16.5.6 references to any legislation or legislative provision will include any subordinate legislation made under it and will be construed as references to such legislation, legislative provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
8.2	The Company reserves the right:		16.5.7 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and
	8.2.1 to make any changes to the Services which are required to conform with any applicable safety or statutory requirements; and		16.5.8 references to "in writing" or "written" include e-mail but not other methods of electronic messaging.
	8.2.2 to make without notice any minor modifications in its specifications to the extent that it deems necessary or desirable.		
9	CANCELLATION		
9.1	The Company may suspend, terminate or cancel the performance of its obligation under the Contract, by written notice if:		
	9.1.1 the Customer fails to pay the Company any money when due (under the Contract or otherwise);		
	9.1.2 the Customer becomes insolvent; or		
	9.1.3 the Customer fails to comply with its obligations under the Contract.		
10	WAIVER AND VARIATIONS		
10.1	Any waiver or variation of these Terms of Trading are only effective if:		
	10.1.1 made (or recorded) in writing;		
	10.1.2 signed by a duly authorized officer on behalf of each party; and		
	10.1.3 expressly stating an intention to vary these Terms of Trading.		
11	FORCE MAJEURE		
11.1	If the Company is unable to perform its obligations to the Customer (or able to perform them only at unreasonable cost) because of circumstances beyond its reasonable control, it may cancel or suspend any of its obligations to the Customer, without liability.		
11.2	Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, compliance with any law or governmental order, rule, regulation or direction, strikes and other industrial disputes and difficulty in obtaining supplies.		
12	GENERAL		
12.1	The Contract and any non-contractual obligations arising out of or in connection with it shall be governed and interpreted exclusively according to the laws of England and Wales. The parties hereby agree to submit to the exclusive jurisdiction of the English and Welsh Courts.		
12.2	The Company is a member of a group of companies whose holding company is Hill & Smith Plc and it may:		
	12.2.1 perform any of the Company's obligations and invoice the Customer through any of its group companies; and		
	12.2.2 treat a debt owed by you to a group company as a debt owed to the Company.		
12.3	If the Customer is more than one person, each of you has joint and several obligations under the Contract.		
12.4	If any of these terms are found by any court or body of authority of competent jurisdiction to be illegal, unlawful, void or unenforceable as drafted:		
	12.4.1 it will not affect the enforceability of any other of these terms; and		
	12.4.2 if it would be enforceable if amended, it will be treated as so amended.		
12.5	All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between the Customer and the Company and the Customer should not rely on them in entering into any contract with unless specifically set out in the Order Confirmation.		
12.6	Except as set out in clause 12.2 the Contract will create not any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) for any person not identified as the Customer or the Company.		
12.7	The only statements upon which the Customer may rely in making the Contract are those made in writing by someone who is an authorised representative of the Company and contained in or clearly referred to in the Order Confirmation.		
13	COMPLIANCE		
13.1	The Customer shall, and shall procure its Representatives shall, comply with (a) all applicable laws, including all relevant anti-corruption, anti-bribery and anti-slavery laws, and (b) the HS Policies, in each case in connection with the Contract, the Goods and Services (including any re-sale or use of the Goods) and the Company's business ("Compliance Requirements").		
13.2	The Customer shall demonstrate its compliance with the requirements referred to in clause 13.1 at the request of and to the satisfaction of the Company, which includes providing (a) all information requested by the Company, and (b) the Company with access to all relevant premises for the purpose of inspection.		
13.3	The Customer shall immediately notify the Company if there is a breach or suspected breach of the Compliance Requirements. If there is a breach of the Compliance Requirements or the Customer otherwise fails to comply with this clause 13, the Company shall be entitled, in its sole discretion, to terminate the Contract and any other contracts between the Customer and the Company without liability, and the Customer shall indemnify the Company in full for any losses suffered by the Company as a result of such termination.		
14	DATA PROTECTION		
14.1	In this clause 14, the terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing" and "Processor" shall have the meanings given to them in Data Protection Laws, and "Process" and "Processed" shall be construed accordingly.		
14.2	The Customer and the Company shall each Process Personal Data in order to perform their respective obligations under the Contract (the "Common Data").		
14.3	The Customer and the Company acknowledge that the factual arrangement between them dictates the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, both parties anticipate that, for the purposes of the Contract, in most instances, the Customer and the Company shall each be a Controller of the Common Data in common with the other.		
14.4	In respect of the Common Data, the Customer and the Company shall each:		
	14.4.1 comply with their respective obligations under the Data Protection Laws;		
	14.4.2 use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Laws; and		
	14.4.3 ensure that all fair processing notices have been given (and / or, as applicable, consents obtained) and are sufficient in scope to enable the other party to Process the Common Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under the Contract in accordance with the Data Protection Laws.		