

Terms and Conditions for the Supply of Goods and/or Services V2.0 February 2024

AGREED TERMS

The Customer's attention is particularly drawn to the provisions of clause 15 (Limitation of Liability).

1. About us

- 1.1 **Company details.** Pavemac Limited (company number 05817675 (**we/us/our**)) is a company registered in England and Wales and our registered office is at Eastwood End, Wimblington, Cambridgeshire PE15 0QH. Our main trading address is the same as our registered address. Our VAT number is GB 883 6965 59. We operate the website www.pavemac.com and www.asphaltpaverparts.com.
- 1.2 **Contacting us.** To contact us, telephone our customer service team at 01354 740170 or email us at sales@pavemac.com. How to give us formal notice of any matter under the Contract is set out in clause 18.3.

2. Our contract with you

- 2.1 These terms and conditions (**Conditions**) apply to the order by you and supply of Goods and/or Services by us to you (**Contract**). These Conditions shall apply to the supply of both Goods and Services by us to you except where application to one or the other is specified.
- 2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Exclusion of other terms.** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 **Marketing material.** Any samples, drawings, descriptive matter, marketing materials, or advertising issued by us and any descriptions of the Goods or illustrations or descriptions of the Services contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 **Quotations.** Any quotation given by us shall not constitute an offer and will only be valid for a period of 30 days from the date of issue.
- 2.6 **Language.** These Conditions and the Contract are made only in the English language.
- 2.7 **Your copy.** You should print off a copy of these Conditions or save them to your computer for future reference. We will provide you with a hard copy on request.

3. Interpretation

- 3.1 In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a Public Holiday) when banks in London are open for business.

Commencement Date: has the meaning set out in clause 4.5.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.8.

Contract: the contract between you and us for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from us.

Deliverables: the deliverables set out in the Order.

Delivery Location: has the meaning given to it in clause 6.2.

Force Majeure Event: has the meaning given to it in clause 18.1.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by you and us.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, 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.

Online Order: an order for the supply of Goods and/or Services placed by you online via www.pavemac.com or www.asphaltpaverparts.com.

Order: your order for the supply of Goods and/or Services, as set out in your purchase order, in an email from you to us, in your Online Order, or as detailed by you in a telephone order, as the case may be.

Order Confirmation: written (including email) or verbal confirmation from us that your Order has been accepted.

Services: the services, including the Deliverables, supplied by us to you as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by us to you.

Supplier Materials: has the meaning given in clause 10.1(h).

Warranty Period: has the meaning given in clause 7.1.

You: the person, company or firm who purchases the Goods and/or Services from us and **your** shall be construed accordingly.

3.2 In these conditions, the following rules of construction shall apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors, personal representatives, or permitted assigns;

- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes e-mail but not fax.

4. Placing and acceptance of Orders

- 4.1 An Order for Goods and/or Services may be placed online via our website, in writing by email, in person or by post to our premises, or by telephone order.
- 4.2 To place an order with us via our website order platform (an **Online Order**), you must follow the onscreen prompts. Our online ordering process allows you to check and amend any errors before submitting your order to us. You must check the order carefully before confirming it. You are responsible for ensuring that your order and any Goods Specification or Services Specification submitted by you is complete and accurate.
- 4.3 Each Order is an offer by you to buy the Goods and/or Services specified in the relevant Order subject to these Conditions.
- 4.4 After you place an Order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your Order has been accepted. Our acceptance of your Order will take place as described in clause 4.5.
- 4.5 Your Order shall only be deemed to be accepted when we confirm acceptance of the Order by written or verbal agreement (**Order Confirmation**) at which point and on which date the Contract between you and us shall come into existence (**Commencement Date**). The Contract will relate only to those Goods and/or Services confirmed in the Order Confirmation.
- 4.6 If we are unable to supply you with the Goods and/or Services for any reason, we will inform you of this in writing and we will not process your order. If you have already paid for the Goods and/or Services, we will refund you the full amount.

5. Goods

- 5.1 The Goods are described in the Goods Specification.
- 5.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by you, you shall indemnify us against all liabilities, cost, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interests, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the Goods Specification. This clause 5.2 shall survive termination of the Contract.
- 5.3 We reserve the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements, and we shall notify you in any such event.

6. Delivery of Goods

- 6.1 We shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, ours and your reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.2 We shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 6.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location or, if the Delivery Location is our premises, on the loading of the Goods onto transport on collection.
- 6.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.5 If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality, in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods or to the extent that such failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 6.6 If you fail to accept or take delivery for the Goods within 5 Days of us notifying you that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by our failure to comply with our obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 6 Days following the day on which we notified you that the Goods were ready; and
 - (b) we shall store the Goods until delivery takes place and charge you for all related costs and expenses (including insurance).
- 6.7 If 10 Business Days after we notified you that the Goods were ready for delivery you have not accepted or taken delivery of them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.
- 6.8 You shall not be entitled to reject the Goods if we deliver up to and including 5 per cent more or less than the quantity of Goods ordered.
- 6.9 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

7. Quality of Goods

- 7.1 We warrant that on delivery and for a period of 6 months from the date of delivery (**Warranty Period**), the Goods provided it is a new machine, new parts or a Supplier overhauled machine which comes with a Warranty shall:
- (a) conform in all material respects with any applicable Goods Specification;

- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

7.2 Subject to clause 7.3, if:

- (a) you give notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1;
- (b) we are given a reasonable opportunity of examining such Goods; and
- (c) you (if asked to do so by us) return such Goods to our place of business at our cost, we shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

7.3 We shall not be liable for the Goods' failure to comply with the warranty in clause 7.1 if:

- (a) you make any further use of such Goods after giving a notice in accordance with clause 7.2;
- (b) the defect arises because you failed to follow our verbal or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of us following any drawing, design or Goods Specification supplied by you;
- (d) you alter or repair such Goods without our prior written consent;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Goods differ from any Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

7.4 Except as provided in this clause 8, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 7.1.

7.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by us under clause 7.2.

8. Title and Risk

8.1 The risk in the Goods shall pass to you on completion of delivery.

8.2 Title to the Goods shall not pass to you until the earlier of:

- (a) the date on which we receive payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to you in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) the date on which you resell the Goods, in which case title to the Goods shall pass to you at the time specified in clause 8.4.

8.3 Until title to the Goods has passed to you, you shall:

- (a) hold the Goods on a fiduciary basis as our bailee;
 - (b) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery;
 - (e) notify us immediately if you become subject to any of the events listed in clause 16.1(b) to clause 16.1(l); and
 - (f) give us such information relating to the Goods and your ongoing financial position as we may require from time to time.
- 8.4 Subject to clause 8.5, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time:
- (a) you do so as principle and not as our agent; and
 - (b) title to the Goods shall pass from us to you immediately before the time at which resale by you occurs.
- 8.5 At any time before title to the Goods passes to you, we may:
- (a) by notice in writing, terminate your right under clause 8.4 to resell the Goods or use them in the ordinary course of your business; and
 - (b) require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product and if you fail to do so, enter any of your premises or the premises of any third party where the Goods are stored in order to recover them.

9. Supply of Services

- 9.1 Subject to clause 9.3, we shall provide the Services to you in accordance with the Service Specification in all material respects.
- 9.2 We shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3 We reserve the right to make any changes to the Services or to amend any Services Specification if necessary to comply with any applicable law or regulatory or safety requirement, or if the change will not materially affect the nature or quality of the Services, and we shall notify you in any such event.
- 9.4 We warrant to you that the Services will be provided using reasonable care and skill.

10. Your Obligations

- 10.1 You shall:
- (a) ensure that the terms of the Order and any information you provide in both the Service Specification and the Goods Specification (if any) are complete and accurate;
 - (b) co-operate with us in all matters relating to the Services;

- (c) provide us, our employees, agents, consultants and subcontractors with access to your premises, office accommodation or other facilities as we may reasonably require;
- (d) prepare your premises for the supply of the Services;
- (e) provide us with such information and materials as we may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including all health and safety laws;
- (h) keep all our materials, equipment, documents and other property (**Supplier Materials**) at your premises in safe custody at your own risk, maintain the Supplier Materials in good condition until returned to us, and not dispose of or use the Supplier Materials other than in accordance with our written instructions or authorisation; and
- (i) comply with any additional obligations set out in the Service Specification, Goods Specification, Order or Order Confirmation or any of them.

10.2 If our performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by you or by your failure to perform any relevant obligation (**Customer Default**):

- (a) we shall, without limiting our other rights or remedies, have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays our performance of any of our obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 10.2; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

11. Charges and Payment

11.1 On consideration of us providing the Goods and/or Services you must pay our charges in accordance with this clause 11.

11.2 The price for Goods shall be:

- (a) the price we quote to you at the time of your Order; or
- (b) if we have not provided you with a quote, the price stated on our website at the time you submit your Order; and
- (c) exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by you when you pay for the Goods.

11.3 The charges for Services shall be on a time and materials basis and:

- (a) shall be calculated in accordance with the hourly rates specified by us in any quotation provided to you on or before you place your Order, or, if no quotation was given, our

- current standard hourly fee rates, as displayed on our website at the time you submit your Order;
- (b) our standard hourly fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 4.30 pm worked on Business Days; and
 - (c) we shall be entitled to charge you for any expenses reasonably incurred by the individuals whom we engage in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 11.4 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 11.5 We reserve the right to:
- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index;
 - (b) increase the price of the Goods, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Goods to us that is due to:
 - (i) any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by you to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) any delay caused by any instructions by you in respect of the Goods or your failure to give us adequate or accurate information or instructions in respect of the Goods.
- 11.6 In respect of Goods, we shall invoice you on or at any time after completion of delivery. In respect of Services, we shall invoice you weekly in arrears.
- 11.7 You shall pay each invoice submitted by us:
- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by us and confirmed in writing to you; and
 - (b) in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.
- 11.8 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 11.9 Without limiting any other right or remedy of the Supplier, if you fail to make any payment due to us under the Contract by the due date for payment (**Due Date**), we shall have the right to charge

interest on the overdue amount at the rate of 10 per cent per annum above the then current Barclays Bank Plc's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

11.10 You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

11.11 We may, without limiting its other rights or remedies, set off any amount owing to it by you against any amount payable by the Supplier to the Customer.

12. Intellectual Property Rights

12.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided to us by you) shall be owned by the Supplier.

12.2 Subject to clause 12.3, we grant you, or shall procure the grant to you, of a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by you) for the purpose of receiving and using the Services and the Deliverables in your business.

12.3 In respect of any third-party Intellectual Property Rights in the Services, your use of any such Intellectual Property Rights and the grant of the licence set out in clause 12.2 is conditional on us obtaining a written licence from the owner or licensor of the relevant Intellectual Property Rights on such terms as will entitle us to license such rights to you.

12.4 You shall not sub-licence, assign or otherwise transfer the rights granted by clause 12.2.

12.5 You grant to us a fully paid-up, non-exclusive, royalty-free licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to you.

13. How we may use your personal information

13.1 We will use any personal information you provide to us to:

- (a) Provide the Goods and/or Services;
- (b) Process your payment for the Goods and/or Services; and
- (c) Inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

13.2 We will process your personal information in accordance with our Privacy Policy, the terms of which are available on our website and are incorporated into this Contract.

14. Confidentiality

14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying

out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15. Limitation of Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

15.1 References to liability in this clause 15 shall include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

15.2 Nothing in these conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.

15.3 Subject to clause 15.2:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the value of the Order.

15.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

15.5 This clause 15 shall survive termination of the Contract.

16. Termination

16.1 Without affecting any other right or remedy available to it, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable

prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(b) to clause 16.1(i) (inclusive);
- (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

16.2 Without affecting any other right or remedy available to us, we may terminate the Contract;

- (a) by giving you not less than one month's written notice; or
- (b) with immediate effect by giving you written notice if you fail to pay any amount due under this Contract on the due date for payment.

16.3 Without affecting any other right or remedy available to us, we shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between you and us if:

- (a) you fail to pay any amount due under this Contract on the due date for payment; or
- (b) you become subject to any of the events listed in clause 16.1 (b) to clause 16.1 (l), or if we reasonably believe that you are about to become subject to any of them.

17. Consequences of Termination

17.1 On termination of the Contract for any reason:

- (a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt; and
- (b) you shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

17.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

17.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

18. General**18.1 Events outside our control (Force Majeure)**

- (a) For the purposes of this Contract, **Force Majeure Event** means an event, circumstance or cause beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, pandemic, act of terrorism, 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 or subcontractors.
- (b) We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents us from providing any of the Services and/or Goods for more than 4 weeks, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

18.2 Assignment and subcontracting

- (a) We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by email to sales@pavemac.com.

- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next Business Day after transmission.
- (c) This clause 18.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

18.4 **Waiver and cumulative remedies**

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.5 **Severance:**

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18.7 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

18.8 **Variation.** Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the parties (or their authorised representatives).

18.9 **Governing law and jurisdiction.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.