

PIPE SOURCE UK LIMITED

TERMS AND CONDITIONS OF SUPPLY

1. Interpretation

1.1 The following definitions apply in these Conditions:

Authorised Representative means, in the case of Pipe Source, any person duly authorised by the board of directors of Pipe Source from time to time to enter into Contracts with Buyers, confirm acceptance of Workable Orders from Buyers, agree to variations of the terms of a particular Contract (including the Conditions applicable thereto) with a Buyer or take any other action specified in these Conditions as being the responsibility of the Authorised Representative and, in the case of Buyers, means the person(s) duly authorised by a Buyer to do any of the above on behalf of a Buyer;

Buyer means any person or firm who purchases Goods from Pipe Source;

Conditions means the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Buyer and Pipe Source in respect of a Contract;

Contract means a contract between the Buyer and Pipe Source for the sale and purchase of Goods and **Contracts** shall be construed accordingly;

Goods means the Goods to be supplied by Pipe Source to the Buyer in accordance with these Conditions;

Pipe Source means Pipe Source UK Limited with registered company number 05093392;

Specification means a written specification for the Goods agreed between Pipe Source and the Buyer which contains technical details and CAD drawings approved by the manufacturer of the Goods and the agreed meterage rate in respect of the Goods required for the purposes described in clause 6.4;

Workable Order means the Buyer's written order for Goods as set out in the Buyer's purchase order form which contains a Specification.

1.2 Any reference in these Conditions to any provision of a statute including, for the avoidance of doubt, the Sale of Goods Act, 1979, shall be construed as a reference to such provision as amended, re-enacted or extended at the relevant time.

1.3 Any typographical, clerical or other administrative error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Pipe Source shall be subject to correction without any liability on the part of Pipe Source.

1.4 No variation to these Conditions shall be binding unless agreed in writing between the Authorised Representatives of the Buyer and Pipe Source.

1.5 Headings in this document are for convenience only and shall have no effect on the interpretation of these Conditions.

2. Basis of Sale

2.1 No Contract shall exist between the Buyer and Pipe Source until Pipe Source has accepted a Workable Order in accordance with clause 3.1, such Contract being subject to these Conditions which shall govern the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 Pipe Source's employees or agents are not authorised to make any representations concerning the Goods (including (without limitation) their storage, application or use) other than as expressly provided in these Conditions or unless otherwise confirmed by Pipe Source in writing. In accepting these Conditions, the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.3 Any quotation for the Goods given by Pipe Source will not constitute an offer. A quotation will only be valid for a period of 14 days from its date of issue unless an alternative period is stated on the quote itself in which case that alternative period will take precedence.

PIPE SOURCE UK LIMITED

TERMS AND CONDITIONS OF SUPPLY

3. **Workable Orders and Specifications**

- 3.1 No Workable Order submitted by the Buyer shall be deemed to be accepted by Pipe Source unless and until confirmed in writing by Pipe Source's Authorised Representative.
- 3.2 The Buyer shall be responsible for ensuring the accuracy of any Workable Order (including the Specification) and for giving Pipe Source all necessary information relating to the Goods within a sufficient and appropriate time to enable Pipe Source to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of the Goods shall be those set out in the Workable Order (if accepted by Pipe Source).
- 3.4 Subject always to: prior notification, consultation and agreement with the Buyer, Pipe Source reserves the right to make any changes to the Specification which are required in order to conform with any applicable national or European legal or regulatory requirements.
- 3.5 No Workable Order which has been accepted by Pipe Source may be cancelled by the Buyer except with the agreement in writing of Pipe Source and on terms that the Buyer shall indemnify Pipe Source in full against all losses (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by Pipe Source as a result of such cancellation. Pipe Source's cancellation policy will apply in such circumstances, a copy of which has been provided to the Buyer along with these Conditions.

4. **Price of the Goods**

- 4.1 The price of the Goods shall be the price set out in Pipe Source's acceptance of the Workable Order.
- 4.2 Pipe Source reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to Pipe Source which is due to any factor beyond the control of Pipe Source such as any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials, services or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any (late or delayed) instructions of the Buyer or failure of the Buyer to give Pipe Source adequate information or instructions.
- 4.3 Except as otherwise stated in a Workable Order, and unless otherwise agreed in writing between the Buyer and Pipe Source, all prices are given by Pipe Source on an ex-works delivery basis, and if Pipe Source agrees to deliver the Goods other than on an ex-works basis, the Buyer shall be liable to pay charges for transport, packaging and insurance in addition to the Price of the Goods. If applicable, such charges will be communicated to the Buyer.
- 4.4 The price of the Goods is exclusive of any applicable value added tax and any other applicable taxes or duties and the cost of any import or other licenses or clearances, which the Buyer shall be liable to pay to Pipe Source (at the prevailing rate) in addition to the price of the Goods.
- 4.5 All prices given by Pipe Source in relation to delivery are subject to all particulars given by the Buyer being correct. If the Buyer becomes aware or Pipe Source considers that any particulars given by the Buyer are incorrect then the party noting the error or deviation will inform the other party immediately. Pipe Source reserves the right to alter the price set out in Pipe Source's acceptance of the Workable Order as a result of such a change, deviation or error in particulars given by the Buyer.
- 4.6 Except as otherwise stated in a Workable Order, and unless otherwise agreed in writing between the Buyer and Pipe Source, all prices are given by Pipe Source exclude chains, timber, saddles, cradles, police escort charges, route surveys and the removal of street furniture, overhead wires and/or trees.

5. **Terms Of Payment**

- 5.1 Subject to any special terms agreed in writing between the Buyer and Pipe Source, Pipe Source shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event Pipe Source shall be entitled to invoice the Buyer for the price of the

PIPE SOURCE UK LIMITED

TERMS AND CONDITIONS OF SUPPLY

Goods at any time after Pipe Source has notified the Buyer that the Goods are ready for collection or (as the case may be) Pipe Source has tendered delivery of the Goods.

- 5.2 Unless otherwise agreed in writing between the Buyer and Pipe Source, the Buyer shall pay to Pipe Source by such payment method and in such currency as Pipe Source directs, the price of the Goods within 30 days of the date of Pipe Source's invoice, and Pipe Source shall be entitled to recover the price of the Goods, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. Time shall be of the essence with regard to payment by the Buyer. Receipts for payment will be issued only upon request by the Buyer.
- 5.3 If the Buyer fails to make any payment due to Pipe Source on the due date then, without prejudice to any other right or remedy available to Pipe Source, Pipe Source shall be entitled to:
- 5.3.1 cancel the Contract or suspend any further deliveries of goods to the Buyer;
 - 5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and Pipe Source) as Pipe Source may think fit (notwithstanding any purported appropriation by the Buyer);
 - 5.3.3 charge the Buyer interest which will be payable on demand on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer will pay interest together with the overdue amount.. A statement from Pipe Source as to the rate of interest applicable under this clause will, in the absence of manifest error, be conclusive.
- 5.4 Nothing in this clause 5 will be taken as limiting Pipe Source's rights under clause 9.
- 5.5 The Buyer will pay all amounts due under the Contract in full without any set-off, counterclaim or withholding (except for any deduction or withholding required by law). Pipe Source may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by Pipe Source to the Buyer.
- 6. Delivery**
- 6.1 If Pipe Source requires the Buyer to return any packaging materials (including (without limitation) slings, belly straps and wooden dunnage), Pipe Source will notify the Buyer and the Buyer will return such packaging materials to Pipe Source on request or make the same available for collection (at Pipe Source's election).
- 6.2 Delivery of the Goods shall be made by the Buyer collecting the Goods at Pipe Source's premises within seven days after Pipe Source has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by Pipe Source such that delivery is not on an ex-works basis, by Pipe Source or its nominated delivery agent delivering the Goods to that place.
- 6.3 Any times quoted for delivery are estimates only and Pipe Source will not be liable for failure to deliver within the time quoted howsoever caused. Time for delivery shall not be of the essence unless otherwise agreed by Pipe Source in writing. The Goods may be delivered by Pipe Source in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.4 Pipe Source reserves the right to deliver up to ten per cent more or ten per cent less than the quantity of Goods ordered by the Buyer and the quantity so delivered shall be deemed to be the quantity ordered. Such a deviation in quantity will not give the Buyer any right to reject the Goods or to claim damages, and the Buyer will be obliged to accept and pay at the agreed meterage rate for the quantity of the Goods actually delivered. The Buyer will promptly on request re-submit its purchase order for the Goods in the event that the price of the Goods is to be adjusted pursuant to this clause 6.4.
- 6.5 The Buyer will pay demurrage at the rate of £70 per hour (unless a higher rate is charged to Pipe Source by its delivery agent, in which case the higher rate will apply) if:
- 6.5.1 the vehicle used by Pipe Source's delivery agent to deliver the Goods is delayed for more than 2 hours beyond the time reasonably needed for unloading the Goods; and

PIPE SOURCE UK LIMITED

TERMS AND CONDITIONS OF SUPPLY

- 6.5.2 delivery is refused.
- 6.6 Where the Goods are to be delivered in instalments, these Conditions will apply to each partial delivery. Failure by Pipe Source to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.7 If Pipe Source fails to deliver the Goods (or any instalment thereof) for any reason other than any cause beyond Pipe Source's control or the Buyer's fault, and Pipe Source is accordingly liable to the Buyer, Pipe Source's liability shall be limited to the excess (if any) of the cost (in the cheapest available market worldwide) of similar Goods to replace those not delivered over the price of the Goods.
- 6.8 If the Buyer fails to take delivery of the Goods at the time agreed for delivery, requests that Pipe Source delays delivery of the Goods or fails to give Pipe Source adequate delivery instructions (otherwise than by reason of Pipe Source's fault) then, without prejudice to any other right or remedy available to Pipe Source, Pipe Source may:
- 6.8.1 store the Goods (or arrange for the Goods to be stored with the manufacturer or another third party) until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and (in the event of a failure to take delivery) the reasonable abortive delivery costs; or
- 6.8.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 6.9 If the Goods will (or are likely to) constitute an out of gauge load then the Buyer must notify Pipe Source as soon as possible (and in any event at least 5 business days before the anticipated delivery date of such Goods).
- 7. Risk and Property**
- 7.1 Risk of damage to or loss of Goods shall pass to the Buyer:
- 7.1.1 in the case of Goods to be delivered at Pipe Source's premises on an ex-works basis, at the time when Pipe Source notifies the Buyer that the Goods are available for collection; or
- 7.1.2 in the case of Goods to be delivered otherwise than at Pipe Source's premises, at the time of delivery to the Buyer or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Pipe Source has tendered delivery of the Goods.
- 7.2 Notwithstanding the delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until Pipe Source has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by Pipe Source to the Buyer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Pipe Source's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and shall ensure that the Goods are properly stored, protected and clearly identified as being Pipe Source's property and Pipe Source shall have the right, without prejudice to the obligations of the Buyer to purchase the Goods (and for that purpose to enter upon any premises occupied by the Buyer).
- 7.4 Until such time as the property in the Goods passes to the Buyer, the Buyer shall indemnify and keep indemnified Pipe Source against all loss of and damage to the Goods and against any reduction in the re-sale value below the price to be paid for the Goods by the Buyer.
- 7.5 If, upon the expiry of the period referred to in clause 5.2 above, payment for the Goods has not been received by Pipe Source and provided the Goods are still in existence and have not been resold, Pipe Source shall be entitled at any time to require the Buyer to deliver up the Goods to Pipe Source

PIPE SOURCE UK LIMITED

TERMS AND CONDITIONS OF SUPPLY

at the Buyer's expense and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

- 7.6 If the Buyer sells or otherwise disposes of the Goods before payment in full as aforesaid has been made to Pipe Source, the Buyer will in such case hold all monies received by him from such sale or disposal in trust for Pipe Source and will on request furnish Pipe Source with the names and addresses of the persons to whom such disposals have been made together with all necessary particulars to enable Pipe Source to recover any outstanding sums due from such persons.
- 7.7 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Pipe Source, but if the Buyer does so all monies owing by the Buyer to Pipe Source shall (without prejudice to any other right or remedy of Pipe Source) forthwith become due and payable.
- 7.8 Nothing in this clause will confer any right upon the Buyer to return the Goods. Pipe Source may maintain an action for the price notwithstanding that property in the Goods has not vested in the Buyer.

8. Warranties and Liability

- 8.1 The Buyer acknowledges that Pipe Source does not manufacture the Goods. If the manufacturer of the Goods has given a warranty or guarantee to Pipe Source in respect of the Goods, Pipe Source will use all reasonable endeavours to transfer the benefit of any such warranty or guarantee to the Buyer.
- 8.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3 Pipe Source's liability for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of or in connection with or resulting from the manufacture, sale, delivery, re-sale, replacement or use of any of the Goods will in no case exceed the price paid by the Buyer to Pipe Source for the Goods which give rise to the claim, plus expenses of customs, taxes, freight and insurance. In no event will Pipe Source be liable for any loss of profits, or special indirect or consequential damages suffered by the Buyer, including interest charges. Nothing contained in this clause 8.3 will by implication create any liability or obligation on the part of Pipe Source, or effect or diminish any disclaimer or liability elsewhere contained in these Conditions.
- 8.4 Pipe Source shall have no liability in respect of any loss or damage caused by any third party dealing with the Goods at any time. It is the responsibility of the Buyer to ensure that all such third parties maintain sufficient levels of insurance and the Buyer shall indemnify and keep indemnified Pipe Source against all damages, penalties, costs and expenses to which Pipe Source may become liable as a result of actions by or in connection with any such third party.

9. Termination

- 9.1 This clause applies if:
- 9.1.1 the Buyer fails to comply with any term of the Contract (including stipulations as to payment);
 - 9.1.2 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 9.1.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - 9.1.4 the Buyer ceases, to carry on business; or
 - 9.1.5 Pipe Source reasonably considers that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

PIPE SOURCE UK LIMITED

TERMS AND CONDITIONS OF SUPPLY

9.2 If clause 9.1 applies then, without prejudice to any other right or remedy available to Pipe Source, Pipe Source shall be entitled to cancel the Contract or withhold or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price of the Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9.3 In the event Pipe Source exercises any rights it may have to stop Goods in transit because of the Buyer's financial condition, Pipe Source may at its option resell such Goods at public or private sale without notice to the Buyer and without affecting Pipe Source's rights to hold the Buyer liable for any loss or damage caused by breach of Contract by the Buyer.

10. **Infringement**

The Buyer will indemnify Pipe Source against all liabilities, costs damages, penalties, costs and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Pipe Source in connection with any claim made against Pipe Source for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with work done or the supply of Goods by Pipe Source in accordance with the Buyer's specifications.

11. **Force Majeure**

11.1 Pipe Source shall not be liable to the Buyer in any way whatsoever or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Pipe Source's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Pipe Source's control or beyond the control of Pipe Source's suppliers. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Pipe Source's control:

11.1.1 act of God, explosion, flood, earthquake, tempest, fire, accident, collapse of buildings or other natural disaster;

11.1.2 epidemic or pandemic;

11.1.3 manufacturing delays suffered by suppliers of Pipe Source;

11.1.4 war or threat of war, sabotage, insurrection, riot, civil disturbance or requisition;

11.1.5 nuclear, chemical or biological contamination or sonic boom

11.1.6 judicial actions or acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or any agency or sub-division thereof;

11.1.7 import or export regulations or embargoes;

11.1.8 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Pipe Source or of a third party);

11.1.9 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

11.1.10 power or technical failure or breakdown in machinery;

11.1.11 delay in delivery to Pipe Source or Pipe Source's suppliers;

11.1.12 acts of the Buyer or a third party.

12. **Confidentiality and Data Protection**

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 12.2. The Buyer will also treat the following as confidential information: (a) all technical data and information exchanged between Pipe Source and the Buyer in relation to the

PIPE SOURCE UK LIMITED

TERMS AND CONDITIONS OF SUPPLY

Contract and (b) any information relating to Pipe Source that would be regarded as confidential by a reasonable business person (including (without limitation)) relating to the designs, trademarks, operations and know-how of Pipe Source.

- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives 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 this agreement. 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 12.2; and
 - 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 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.
- 12.4 Each party will, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any accessor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK). Each party will ensure that it has all necessary consents and notices in place to enable the lawful transfer of personal data to the other for the purposes of each party fulfilling its obligations under the Contract. Neither party will use or disclose personal data provided to it by the other in connection with the Contract other than for the purpose of fulfilling the Contract.
13. **Dispute Resolution**
- 13.1 An expert is a person appointed in accordance with this clause 13 to resolve any disagreement between the parties relating to a Specification or any other technical matter relating to the Goods ("**Expert**").
- 13.2 Where under the Contract a party wishes to refer a matter to an Expert, the parties will first agree on the appointment of a European based, properly accredited and independent Expert and agree with the Expert the terms of his appointment.
- 13.3 If the parties are unable to agree on an Expert or the terms of the Expert's appointment within seven days of either party serving details of a suggested expert on the other, either party will then be entitled to request the Centre for Effective Dispute Resolution ("**CEDR**") to appoint a suitable and appropriate Expert with the required expertise.
- 13.4 The Expert is required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of three months of the matter being referred to the Expert.
- 13.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause 13.5, then:
- 13.5.1 either party may apply to CEDR to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - 13.5.2 this clause will apply to the new Expert as if they were the first Expert appointed.
- 13.6 The parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with any assistance and documents as the Expert reasonably requires to reach a decision.
- 13.7 Each party will with reasonable promptness supply each other with all information and give each other access to all documents, personnel and things as the other party may reasonably require to make a submission under this clause 13.7.

PIPE SOURCE UK LIMITED

TERMS AND CONDITIONS OF SUPPLY

- 13.8 The Expert will act as an expert and not as an arbitrator. The Expert will determine the matters referred to the Expert under the agreement. The Expert's written decision on the matters referred to the Expert will be final and binding on the parties in the absence of manifest error or fraud.
- 13.9 All matters concerning the process and result of the determination by the Expert will be kept confidential among the parties and the Expert. Each party will act reasonably and co-operate to give effect to the provisions of this clause 13.9 and otherwise do nothing to hinder or prevent the Expert from reaching their determination.
- 13.10 The Expert and CEDR will have no liability to the parties for any act or omission in relation to this appointment, save in the case of bad faith.
- 13.11 If any other dispute arises in connection with the Contract, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with CEDR's Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.
- 13.12 To initiate the mediation a party must give notice in writing ("**ADR notice**") to the other party the dispute, referring the dispute to mediation. If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. For the avoidance of doubt, clause 13 will not prevent Pipe Source from immediately initiating court proceedings to seek any interim relief (including injunctive relief) or take advantage of any applicable time limitation.
14. **General**
- 14.1 The Buyer will not assign or transfer or purport to assign or transfer to any other person the Contract or the benefit thereof or the benefit of any condition, warranty or guarantee or other term or condition (express or implied) forming part thereof or relating to the Goods.
- 14.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will have no remedies in respect of any statement representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 14.3 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 14.4 No waiver by Pipe Source of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.5 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 14.6 All rights accruing to Pipe Source under or by virtue of these Conditions against the Buyer shall be enforceable without limitation by any parent or subsidiary company of Pipe Source without the necessity for any formal assignment of such rights but save as aforesaid no party to any Contract governed by these conditions other than Pipe Source or the Buyer shall be entitled to enforce or rely upon these Conditions or any term of any such Contract.
- 14.7 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter will be governed and construed in all respects in accordance with the laws of the England and the Buyer agrees to submit to the exclusive jurisdiction

PIPE SOURCE UK LIMITED

TERMS AND CONDITIONS OF SUPPLY

of the English courts. Incoterms 2010 will apply to the Contract but where they conflict with these Conditions, these Conditions will prevail.

- 14.8 If there is any inconsistency between any of the provisions of these Conditions and the provisions of any Workable Order, the provisions of the Workable Order will prevail.
- 14.9 If there is any inconsistency between any of the provisions of these Conditions and the provisions of any special terms agreed between the parties in writing, the provisions of the special terms will prevail.