

## STAINLESS RESTORATION - TERMS AND CONDITIONS OF SALE

1. **Basis of Contract**
    - 1.1 These terms and conditions apply to each contract for the sale of goods and/or services entered into by SR and the Customer to the exclusion of all other terms and conditions which the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
    - 1.2 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these terms and conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
    - 1.3 The Order shall only be deemed to be accepted when SR issues written acceptance of the Order or commences Delivery of the Goods or performance of the Services, whichever is earlier, at which point the Contract shall come into existence.
    - 1.4 In the event that SR's written acceptance is different to the Order, SR's written acceptance shall constitute a counter-offer which is deemed accepted by the Customer if the Customer does not notify SR to the contrary within 24 hours of receipt of the written acceptance or the commencement of Delivery of the Goods or performance of the Services, whichever is earlier. In the event that such a written acceptance is deemed accepted the written acceptance shall thereafter be considered the "Order" for the purposes of the Contract.
    - 1.5 Any samples, drawings or advertising and any descriptions or illustrations of the Goods and/or Services contained in SR's flyers, brochures or websites are produced for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.
    - 1.6 Any quotation given by SR shall not constitute an offer, may be withdrawn at any time and in any event shall expire after 6 months.
  2. **Supply of the Goods**
    - 2.1 The Goods are those as described in the Order, but SR shall have the right to make any changes to the Goods which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Goods, and SR shall notify the Customer in any such event.
    - 2.2 Unless otherwise agreed in writing, packaging will be in accordance with SR's standard practice and any applicable statutory or regulatory requirements from time to time.
    - 2.3 The Customer shall be responsible for the selection of Goods and ensuring the Goods are suitable for its requirements.
  3. **Delivery of Goods**
    - 3.1 SR shall liaise with the Customer with regards to the time, date, method and location for delivery or collection of the Goods. Unless agreed otherwise, SR shall deliver the Goods to or make the Goods available for collection ("**Delivery**") from the address set out in the Order (or in the absence of such an address, SR's premises) ("**Delivery Location**").
    - 3.2 SR shall ensure that each Delivery of the Goods is accompanied by a delivery note which shows the date of shipment of the Order, all relevant SR reference numbers and the type and quantity of the Goods (including the code number of the Goods, where applicable).
    - 3.3 Whilst SR will use reasonable endeavours to Deliver the Goods on any dates quoted in the Order, any dates quoted are approximate only, and the time of Delivery is not of the essence for Delivery of the Goods. SR shall notify the Customer of when it intends to make Delivery.
    - 3.4 SR may Deliver the Goods by instalments, which may be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any right for the Customer to cancel an instalment shall not entitle the Customer to cancel any other instalment.
    - 3.5 If SR requires the return of any packaging materials or containers, such packaging materials and containers shall be made available for collection at such times as SR shall reasonably request. SR shall be entitled to charge the Customer for any packaging materials or containers which the Customer does not make them available for collection as requested by SR.
    - 3.6 If the Customer fails to take Delivery:
      - (a) SR may: (i) notify the Customer of any change in the Delivery arrangements; (j) charge the Customer a handling fee and any other costs (including delivery costs) incurred as a result of the Customer failing to take Delivery; and (ii) store the Goods until actual Delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and
      - (b) where the Customer fails to take Delivery within 14 days of SR first attempting to deliver the Goods or notifying the Customer that the Goods are ready for collection (as applicable), then: (i) Delivery of the Goods shall be deemed to have been completed; and (ii) SR may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable handling, storage and selling costs, account to the Customer for any excess over the charges for the Goods or charge the Customer for any shortfall below the charges for the Goods (and the Customer acknowledges that in relation to any bespoke or specialised Goods, SR may be unable to resell these).
    - 3.7 SR will consider claims for damage to the Goods on Delivery or non-Delivery only if the Goods are unused and not incorporated into any other goods or systems and only if the claim is notified to SR:
      - (a) in relation to any damage that would be apparent upon a reasonable inspection, within 24 hours of Delivery; or
      - (b) in relation to any non-Delivery, within 3 days of the date notified to the Customer by SR for Delivery.
    - 3.8 Any claim in respect of damaged Goods must be accompanied by full particulars stating SR's invoice and order number and a copy of the delivery note in respect of the Goods. The Customer must give SR reasonable opportunity to verify the Goods. The Customer, if required to do so, returns the Goods to SR's place of business at its own cost, unless agreed otherwise.
  - 3.9 SR's liability in respect of any damage to or non-Delivery of the Goods shall be limited to replacement or refund of the proportion of the charges attributable to the Goods which are damaged or not Delivered.
  4. **Quality of Goods**

**The Customer's attention is drawn to this clause 4**

    - 4.1 Subject to clauses 4.3, 4.4 and 4.5, SR warrants that from Delivery until the date marked on the Goods or the packaging or container of the Goods or if no date is provided, for a period of 12 months from Delivery ("**Warranty Period**"), the Goods shall:
      - (a) conform in all material respects with their description in the Order;
      - (b) be of satisfactory quality; and
      - (c) be free from material defects, (the "**Warranty**").
    - 4.2 Subject to clause 4.3, if:
      - (a) the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that the Goods do not comply with the Warranty;
      - (b) the Customer immediately stops using the Goods;
      - (c) SR is given reasonable opportunity to examine the Goods; and
      - (d) the Customer, if required to do so, returns the Goods to SR's place of business at its own cost, unless agreed otherwise, SR shall, at its option, replace the defective Goods, or refund the charges for the defective Goods in full. In the event that SR replaces the defective Goods, it will deliver the replacement Goods to the original Delivery Location unless agreed otherwise.
    - 4.3 SR shall not be liable for the Goods' failure to comply with the Warranty if:
      - (a) the damage would have been apparent on a reasonable inspection upon Delivery;
      - (b) the Customer makes any further use of such Goods after giving notifying SR of the defect;
      - (c) the defect arises because the Customer failed to follow SR's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
      - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal working conditions or the Goods being used other than in accordance with their intended purpose.
    - 4.4 Except as provided in this clause 4, SR shall have no liability to the Customer in respect of the Goods' failure to comply with the Warranty or any other non-conformity, issue or defect in the Goods, subject always to clause 11.1.
    - 4.5 Where the Customer purchases Goods from SR which are manufactured by a third party and are not sold by SR under and applied with SR branding, SR makes no warranty about the quality of those Goods, but shall (to the extent it is entitled and able to do so) pass to the Customer the benefit of the third party manufacturer's warranty in relation to those Goods.
    - 4.6 These terms and conditions shall apply to any replacement Goods supplied by SR under this clause 4.
  5. **Title and Risk**
    - 5.1 Risk in the Goods shall pass to the Customer on the completion of Delivery.
    - 5.2 Title to the Goods shall not pass to the Customer until SR has received payment in full (in cash or cleared funds) of the charges for the Goods.
    - 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
      - (a) hold the Goods on a fiduciary basis as SR's bailee;
      - (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as SR's property;
      - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and
      - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full value on SR's behalf from Delivery, but the Customer may resell or use the Goods in the ordinary course of its business.
    - 5.4 If, before title to the Goods passes to the Customer, the Customer becomes subject to any of Insolvency Event, or SR reasonably believes that the Customer is about to become subject to an Insolvency Event and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy SR may have, SR may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them and, in such cases, SR shall be entitled to recover from the Customer its reasonable costs and expenses incurred in recovering possession of the Goods.
  6. **Supply of the Services**
    - 6.1 The Services are those as described in the Order, but SR shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and SR shall notify the Customer in any such event.
    - 6.2 Whilst SR will use reasonable endeavours to meet any performance dates for the Services on any dates quoted in the Order, any dates quoted are approximate only and time shall not be of the essence for performance of the Services.
    - 6.3 SR warrants to the Customer that the Services will be provided using reasonable care and skill and at the point of completion of the Services any Deliverables shall be in accordance with the Order and any Specification in all material respects.
  - 6.4 SR shall provide the Services in accordance with any applicable industry or regulatory standards as apply at the date of performance of the Services which are specified in the Order or any Specification. Where specified in the Order or any Specification, SR shall provide the Customer with a certificate of conformity in accordance with any applicable regulatory standards.
  - 6.5 The Customer may not rely on and SR accepts no liability for any recommendation made by SR in relation to or during the provision of Services to the Customer unless it is given in writing.
  - 6.6 Unless agreed otherwise, the Customer shall be responsible for the collection of any Deliverables from SR's premises.
  - 6.7 SR shall make the Deliverables available for inspection and the Customer shall be responsible for carrying out any such inspection. SR will consider claims for defects in any Deliverables only if the Deliverables are unused and not incorporated into any other goods or systems and only if the claim is notified to SR within 3 days of SR making the Deliverables available for inspection where such damage that would be apparent upon a reasonable inspection.
  - 6.8 SR's liability in respect of any defects in any Deliverables shall be limited to replacement or refund of the proportion of the charges attributable to the applicable Services.
7. **Customer Materials**
  - 7.1 Any Customer Materials supplied to SR by or on behalf of the Customer shall, while in the possession of SR, be deemed to be at the Customer's risk unless otherwise agreed in writing and the Customer should insure the Customer Materials accordingly. In the event that the parties agree in writing that SR shall procure insurance in respect of any Customer Materials, SR shall be entitled to pass the cost of such insurance to the Customer.
  - 7.2 SR shall have, in addition to any other right and remedy available to it, the right to exercise a lien and power of sale over any Customer Materials coming into SR's possession or control for the charges for Goods and/or Services, all other fees, costs and expenses charged under or in connection with the Contract and any amount due under any other contract between the Customer and SR. SR shall be entitled to:
    - (a) retain the Customer Materials in its possession until full payment is made; and
    - (b) if any such sum remains unpaid for more than 3 months, resell or otherwise dispose of part or all of the Customer Materials and, after deducting reasonable handling, storage and selling costs as well as any amounts due to SR from the Customer and account to the Customer for any excess in the proceeds of resale.
8. **Customer's Obligations**
  - 8.1 The Customer shall:
    - (a) co-operate with SR in all matters relating to the supply of Goods and/or Services;
    - (b) provide SR with access to the Customer's or a third party's premises as is required in order for SR to perform its obligations under the Contract; and
    - (c) provide SR with such information and materials as SR may reasonably require to supply the Goods and/or Services and ensure that such information is accurate.
  - 8.2 If SR's performance of any of its obligations in respect of the Goods and/or Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
    - (a) SR shall without limiting its other rights or remedies have the right to suspend performance of its obligations until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays SR's performance of any of its obligations;
    - (b) SR shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from SR's failure or delay to perform any of its obligations; and
    - (c) the Customer shall reimburse SR on written demand for any costs or losses sustained or incurred by SR arising directly or indirectly from the Customer Default.
  - 8.3 If the Customer exports the Goods, it is the Customer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by law or by governmental and other authorities or corporations relating to the possession, use, import, export, or resale of the Goods. It is the Customer's obligation to ensure that no Goods are exported or imported in violation of the laws of any jurisdiction into or through which the Goods are transported during the course of reaching the Delivery Location. The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and for paying all relevant import and export taxes and other levies.
9. **Charges and Payment**

**Goods**

  - 9.1 Unless fixed charges have been specifically and expressly agreed by SR in the Order, notwithstanding any offer, quotation, tender price or price list, all charges are subject to alteration without notice and Goods will be invoiced at SR's then current pricing at the date of despatch.
  - 9.2 Unless agreed otherwise in writing, SR shall invoice the Customer for the charges for any Goods at any time after acceptance of the Order.
  - 9.3 Subject to any credit agreement entered into by the parties and clause 9.7, the Customer shall pay each invoice submitted by SR in respect of Goods in full without any deduction or withholding within 30 days of the date of the invoice.

**Services**

  - 9.4 The charges for the Services shall be set out in the Order.
  - 9.5 Unless otherwise agreed in writing, SR shall be entitled to invoice the Customer for the charges for any Services at any time after acceptance of the Order.

9.6	Subject to any credit agreement entered into by the parties and clause 9.7, the Customer shall pay each invoice submitted by SR in respect of Services in full without any deduction or withholding within 30 days of the date of invoice, and payment must be made prior to the commencement of the Services.	(a)	the Customer fails to make pay any amount due under the Contract or any other contract between the parties on the due date for payment; or	14.11	<b>Governing Law and Jurisdiction:</b> The 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 non-exclusive jurisdiction of the courts of England and Wales.
	<b>General</b>				
9.7	Unless SR agrees otherwise in writing, if the Customer is based outside the UK, payment for Goods and/or Services shall be made in advance.	13.	<b>Consequences of Termination</b>	15.	<b>Personal Data</b>
9.8	The charges for the Goods and/or Services are exclusive of any applicable taxes and levies, which shall be paid by the Customer when it pays for the Goods and/or Services.	13.1	On termination of the Contract for any reason:	15.1	SR may use personal data provided by the Customer to:
9.9	If SR makes any change to the Goods and/or Services at the Customer's request or pursuant to any legal requirement or, if during the period between the date of the Order and Delivery, SR's costs increase, SR will notify the Customer in writing and the Customer shall pay such additional sum as incurred by SR in performing the Contract.	(a)	the Customer shall immediately pay to SR all of SR's outstanding unpaid invoices and interest and, in respect of all Goods and/or Services supplied but for which no invoice has yet been submitted, SR shall submit an invoice, which shall be payable by the Customer immediately on receipt;	(a)	provide the Goods and/or Services;
9.10	Unless stated otherwise in the Order, the charges for Goods and/or Services shall be deemed to exclude packaging, insurance, transport and other expenses.	(b)	the Customer shall return any property belonging to SR which is in its possession but has not been fully paid for. If the Customer fails to do so, then SR may enter the Customer's premises and take possession of such property. Until it has been returned, the Customer shall be solely responsible for its safe keeping and will not use it for any purpose not connected with the Contract; and	(b)	process the Customer's payment for the Goods and/or Services; and
9.11	In respect of any payment of charges by the Customer:	(c)	the accrued rights and remedies of the parties as at termination shall not be affected, 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.	(c)	inform the Customer about similar goods and services offered by SR.
(a)	such payment shall be made in pounds sterling by the Customer in full and in cleared funds to a bank account nominated in writing by SR; and	13.2	Any clauses which expressly or by implication have effect after termination shall continue in full force and effect.	15.2	SR may at any time conduct or instruct a third party to conduct a search into the Customer's credit history and current credit score. SR may pass personal data provided by the Customer to credit reference agencies and they make keep a record of the search that they carry out.
(b)	time for payment shall be of the essence of the Contract.	14.	<b>General</b>	16.	<b>Interpretation</b>
9.12	If the Customer elects to pay by electronic transfer, debit or credit card, SR shall be entitled to charge an additional administration fee for processing the payment.	14.1	<b>Confidentiality:</b> The Customer shall keep SR's confidential information (including regarding its charges, processes and services) strictly confidential and shall not, without the SR's prior written consent, disclose it to any other person.	16.1	The following definitions shall apply to these terms and conditions for the sale of goods and services:
9.13	Without limiting any other right or remedy of SR, if the Customer fails to make any payment due to SR under the Contract by the due date for payment, SR shall have the right to charge interest on the overdue amount at the rate of four (4) per cent per annum above the then current Royal Bank of Scotland's base 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 daily.	14.2	<b>Force Majeure:</b>		<b>"Contract"</b> means the contract between SR and the Customer for the supply of Goods and/or Services in accordance with these terms and conditions and the Order;
9.14	If the Customer fails to pay any amount by the due date for payment and remains in default for not less than 14 days after being notified in writing to make such payment, SR shall be entitled to charge to the Customer any additional costs reasonably incurred arising out of or in connection with the recovery of the debt due, including but not limited to SR's legal costs.	(a)	For the purposes of the Contract, <b>"Force Majeure Event"</b> means an event beyond the reasonable control of SR 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, 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>"Customer"</b> means the person or firm who purchases the Goods and/or Services from SR;
9.15	SR may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by SR to the Customer.	(b)	SR shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.		<b>"Customer Materials"</b> means any goods belonging to the Customer, its representatives or contractors;
10.	<b>Intellectual Property Rights</b>	(c)	If the Force Majeure Event prevents SR from providing any of the Goods and/or Services for more than 30 days, SR shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.		<b>"Deliverables"</b> means any documents, products, materials provided by the Supplier in the provision of the Services, including any Customer Materials in relation to which SR performs the Services;
10.1	All Intellectual Property Rights in or arising out of or in connection with the Goods or their manufacture or supply or in the performance of the Services shall be owned by SR.	14.3	<b>Entire Agreement:</b> The Contract (incorporating these Conditions) 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. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.		<b>"Delivery"</b> has the meaning given to it in clause 3.3, and <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
10.2	All plans, drawings, designs, specifications and other written technical materials supplied in connection with the Contract shall remain the property of SR and shall not be copied or disclosed to third parties without the written consent of SR. The Customer shall return the same to SR forthwith upon request by SR to do so and acknowledges that in the event of breach it shall be liable to account to SR for all gain and profit to itself and losses to SR.	14.4	<b>Assignment and Subcontracting:</b>		<b>"Delivery Location"</b> has the meaning given to it in clause 3.3;
11.	<b>Limitation of Liability</b>	(a)	SR 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>"Goods"</b> means the goods (or any part of them) set out in the Order;
	<b>The Customer's attention is drawn to this clause 11</b>	(b)	The Customer shall not, without the prior written consent of SR, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.		<b>"Insolvency Event"</b> means for a party, any of the following events: (i) it is unable to or admits that it is unable to pay its debts as defined in section 123 of the Insolvency Act 1986; (ii) it takes any step with a view to renegotiating or compromising in satisfaction of its debts; (iii) any step is taken in relation to its winding up; (iv) any step is taken to appoint a liquidator, administrator, receiver or administrative receiver, or any such officer is appointed, in each case over that party or any of its assets; (v) any other valid step is taken to enforce any security interest or otherwise enforce any debt in relation to that party or any of its assets; (vi) it ceases or suspends or threatens to cease or suspend any material part of its business or payment of any of its debts; (vii) any step is taken in any jurisdiction that is the same or similar in effect to any of those set out above.; or (viii) (being a sole trader or partnership) any equivalent insolvency event affects the owner of the business or any partner;
11.1	Nothing in these terms and conditions shall limit or exclude SR's liability for:	14.5	<b>Notices:</b>		<b>"Intellectual Property Rights"</b> means 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, 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;
(a)	death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;	(a)	Any notice or other communication required to be given to a party under or in connection with the Contract 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 fax to the other party's main fax number.		<b>"Order"</b> means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of SR's quotation as the case may be, or as otherwise set out in clause 1.4;
(b)	fraud or fraudulent misrepresentation;	(b)	A notice shall be deemed to have been served: (i) at the time of delivery where personally delivered; (ii) at the expiration of 48 hours after delivery to the postal authorities where it is sent by special delivery; and (iii) in the case of email, at the time that the email enters the information system of the intended recipient provided that no error message indicating failure to deliver or out of office has been received by the sender.		<b>"Services"</b> means the services, including the provision of any Deliverables, to be provided by SR under the Contract as set out in the Specification;
(c)	breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or	(c)	This clause 14.5 shall not apply to the service of any proceedings or other documents in any legal action.		<b>"Specification"</b> means the description or specification for Services (if any) agreed in writing by SR and the Customer; and
(d)	defective products under the Consumer Protection Act 1987.	14.6	<b>Waiver:</b> 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>"SR"</b> means the Stainless Restoration company stated in the Order, being Stainless Restoration Limited, with company number 04218037, or Stainless Restoration (Electropolishing) Limited, with company number 04833233, each of whose registered office address is 22 Silverthorne Close, Stalybridge, Cheshire SK15 2DQ.
11.2	Subject to clause 11.1, SR shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:	14.7	<b>Severance:</b> If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this condition shall not affect the validity and enforceability of the rest of the Contract.	16.2	In these terms and conditions, the following rules apply:
(a)	any loss of profit, loss of revenue, loss of contract, loss of production, loss of anticipated savings, loss of goodwill or any special indirect or consequential loss arising under or in connection with the Contract; or	14.8	<b>No Partnership:</b> 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.	(a)	a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
(b)	any physical damage to Customer Materials.	14.9	<b>Third Parties:</b> A person who is not a party to the Contract shall not have any rights under or in connection with it.	(b)	a reference to a party includes its successors or permitted assigns;
11.3	SR's total liability to the Customer 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 in no circumstances exceed the total charges for the Goods and/or Services which are the subject of the claim.	14.10	<b>Variation:</b> Except as set out in these terms and 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 SR.	(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;
11.4	Except as set out in these terms and 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.			(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
12.	<b>Termination and Cancellation</b>			(e)	a reference to "writing" or "written" includes faxes and emails.
12.1	SR shall be entitled to cancel the Contract at any time prior to Delivery of the Goods and/or performance of the Services upon giving the Customer as much notice as it reasonably can.				
12.2	Unless otherwise agreed in writing, the Customer shall not be entitled to cancel the Contract. If SR agrees that the Customer may cancel the Contract, SR shall be entitled to charge the Customer the reasonable and unavoidable costs incurred as a result of such cancellation.				
12.3	Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 day after receipt of notice in writing of the breach.				
12.4	Without limiting its other rights or remedies, SR shall have the right to suspend or terminate the Contract or any other contract between the Customer and SR and to demand immediate payment in respect of all Goods and/or Services supplied if:				