

PLEASE ATTACH COMPANY
LETTERHEAD TO THIS FORM

APPLICATION FOR CREDIT FACILITIES

1. CUSTOMER INFORMATION

NAME

ADDRESS

.....

TYPE OF ENTITY: PUBLIC LTD CO / PRIVATE LTD CO / PARTNERSHIP / SOLE TRADER

REGISTERED OFFICE ADDRESS

.....

COMPANY REG NUMBER..... COMPANY VAT NUMBER.....

ADDRESS IF DIFFERENT FROM ABOVE TO WHICH
INVOICES/STATEMENTS SHOULD BE SENT

.....

NAME OF CONTACT FOR PAYMENT OF ACCOUNT

TELEPHONE/FAX NUMBER IF DIFFERENT FROM ABOVE

HOW LONG ESTABLISHED	NO. OF BRANCHES	CREDIT LIMIT REQUIRED
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2. BANKERS

NAME

ADDRESS

3. TRADE REFERENCES (If possible use Suppliers with level of business near to that anticipated with Skymark Packaging International Limited or greater than)

1) NAME 2) NAME

ADDRESS ADDRESS

.....

4. INVOICING

In the interests of saving the environment, we have joined many other companies by going paperless. Invoices and statements can be provided by email which reduces paper usage and also guarantees all documents and information will reach you securely. Please enter email address and contact details below of your preferred invoice recipient(s);

NAME..... EMAIL ADDRESS.....

TELEPHONE NUMBER.....

ALTERNATIVE NAME.....

EMAIL ADDRESS..... TELEPHONE NUMBER.....

5. DECLARATION: I/We have read the Terms and Conditions applicable to my/our application for Credit Facilities as overleaf with Skymark Packaging International Limited, and agree to comply with those Terms and Conditions.

SIGNED:..... **DATE:**.....

PRINT NAME.....

(Must be authorised signatory)

TITLE/POSITION:.....

THIS FORM MUST BE COMPLETED IN FULL BEFORE IT CAN BE PROCESSED

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TERMS AND CONDITIONS OF CREDIT FACILITIES

**SKYMARK PACKAGING INTERNATIONAL LIMITED
MANNERS AVENUE INDUSTRIAL ESTATE
MANNERS AVENUE
ILKESTON
DERBYSHIRE
DE7 8EF**

1. Credit will not be granted until Application Form is fully completed and references taken up and reviewed.
2. Payment terms are settlement by the end of the month following the date of invoices, unless otherwise authorized in writing.
3. Where any account, or any part thereof, is overdue for payment the Customer shall cease to be entitled to the benefit of any discount specified in that account and the Company shall be entitled to charge interest, at the rate of five per centum per annum above the Barclays Bank Plc base rate in force from time to time, on the amount due from the due date for payment until the actual date when payment in full, including interest, is received by the Company, and such interest shall be charged as well after as before any judgement.
4. Periodical reviews will be carried out on account activity. Dormant accounts or accounts with trading of £1000.00 less per annum will be discontinued. Accounts may only be reopened on reapplication.
5. Failure to comply with terms and conditions will cause the withdrawal of credit facilities and any sums outstanding will become payable immediately.
6. SKYMARK PACKAGING INTERNATIONAL LIMITED reserves the right to amend credit facility terms and conditions or to withdraw facilities at any time.

FOR OFFICE USE ONLY

DATE APPROVED: ACCOUNT NUMBER GIVEN:.....

APPROVED CREDIT LIMIT £: MONTH TERMS:

DATE CUSTOMER ADVISED:

AUTHORISED BY:

REMARKS:



...
SKYMARK PACKAGING INTERNATIONAL LIMITED

TERMS AND CONDITIONS OF SALE

1. Definitions

- Company** means **Skymark Packaging International Ltd** having its principal place of business at Manners Avenue, Ilkeston, Derbyshire, including any of its trading divisions, subsidiaries or affiliated companies
- Customer** means any person, body of persons, firm or company (acting in its own right or through any employee or agent) with whom the Company enters into a contract for the provision of Services or sale of Goods by the Company.
- Contract** means any such contract.
- Goods** means all types of Flexible Packaging Material or other product to be supplied or sold to the Customer by the Company, either independently or as part of the Services.
- Services** means any of the services undertaken by the Company to be provided to the Customer by the Company under the Contract.
- Site** means the place where the Goods are to be delivered or the Services performed.

2. These Terms and Conditions to Prevail

- 2.1 All Contracts between the Company and the Customer, whether made orally or in writing, are subject to these terms and conditions which shall be deemed to be incorporated into any contract or transaction between the Company and all or any of its Customers.
- 2.2 These terms and conditions shall supersede all prior understandings, and shall constitute the whole agreement, between the Company and the Customer and shall not be modified or varied unless specifically accepted by the Company in writing.
- 2.3 In the event of any conflict between these terms and conditions and any other terms and conditions, whether express or implied, incorporated or referred to in any communication from the Customer then these terms and conditions shall prevail and the Customer's terms and conditions shall be excluded in whole from the Contract.

3. Quotations and Acceptance of Order

- 3.1 A quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or revise a quotation at any time prior to the Company's written acceptance of the Customer's order. Unless otherwise stated all prices quoted shall be deemed to be withdrawn 30 days after the date of quotation.
- 3.2 **The Company's acceptance of the Customer's order (including telephone orders) shall be effective, and the Contract shall be deemed to come into existence, only where such acceptance is made on the Company's headed note paper, duly countersigned by a Director or Departmental Manager of the Company, or where the Company commences performance of the Services or production of the Goods for the Customer.**
- 3.3 No cancellation or variation of an order by the Customer shall be accepted unless approved in writing by a Director or Departmental Manager of the Company and on such terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of such cancellation or variation.

4. Specification

- 4.1 The description and illustrations of the Goods and Services given to the Customer, or contained in the Company's catalogues, brochures, price list and other advertising materials, are intended to present a general idea of the Goods and Services only and shall not form part of the Contract.
- 4.2 **The Company shall not be liable for any variations in any specification or description of the Goods or Services which do not materially affect the use and operation of the Goods or the performance of the Services, or for the substitution of any materials or component parts of a quality equivalent or superior to that originally specified and the Company reserves the right to make any changes in the specification which are required to conform with any applicable safety or other statutory requirements.**
- 4.3 Any information, whether oral or in writing, given by the Company to the Customer which is not directly and specifically about the Goods or Services set out in the Contract are given by the Company without warranty and should not be relied on by the Customer as they only represent the Company's opinion and are outside the Company's product and services expertise.
- 4.4 **The Company's employees or agents are not authorised by the Company to make any representations, warranties or undertakings concerning the Goods or Services unless confirmed in writing by the Company and, in entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations, warranties or undertakings which are not so confirmed.**

5. Prices

- 5.1 All prices shall be calculated and paid in Sterling.
- 5.2 All prices are quoted exclusive of VAT or other relevant taxes.
- 5.3 All rates, prices and discounts quoted to the Customer or published in the Company's catalogues, lists and other documents are subject to variation at any time prior to acceptance of the Customer's order by the Company. If (1) no rate or price is quoted or published at the time of acceptance of the order by the Company, or if (2) delivery of the Goods or performance of the Services is to take place at the request of the Customer more than 30 days after the acceptance of the order by the Company, the price shall be that ruling at the date of delivery or performance, as determined solely by the Company.
- 5.4 The Company reserves the right, by giving notice to the Customer at any time before delivery or performance (or during delivery or performance where the Contract is being performed in stages or over a period of time), to increase the price of the Goods or Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, material or other costs of manufacture), any change in delivery or performance dates, quantities or specifications for the Goods or Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.
- 5.4 Unless otherwise agreed in writing by the Company, all prices are given by the Company on an ex works basis, and where the Company agrees to deliver the Goods or perform the Services otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging, insurance, labour, overtime (where incurred at the request of the Customer), travel and accommodation.

6. Customer's Responsibilities and Warranty

- 6.1 The Customer shall be responsible for preparing or making good the Site for the reception of the Goods or performance of the Services and shall provide (if applicable), at no cost to the Company, such materials, tools, instruments, safety equipment, suitable working accommodation, and such other equipment, materials and requirements as are specified by the Company, or their employees or agents, to install the Goods or perform the Services at the Site.
- 6.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 6.3 The Customer shall fully indemnify the Company against any losses, costs, claims, damages and expenses awarded against or incurred by the Company, or its employees or agents, as a result of a claim by any third party that any product made from the Goods is defective (save to the extent that any such claim results from the supply by the Company of Goods which do not correspond with their specification for reasons for which the Company is liable) or arising as a result of any negligent act or omission or any deliberate act or instruction of the Customer, or its employees or agents.

7. Payment

- 7.1 Unless the Company confirms in writing that account facilities have been opened for the Customer, payment is due at the end of the month following delivery or proportionately on part delivery or part performance thereof.

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- 7.2 Where the Company has confirmed in writing that account facilities have been opened for the Customer, and subject to no other term having been agreed in writing, payment of any invoice must be made in full within 30 days of the date of that invoice.
- 7.3 Any amount due by the Customer to the Company under the Contract shall be payable in full without any compensation, set-off or counterclaim.
- 7.4 Time of payment shall be of the essence of all Contracts.
- 7.5 Payment must be made when due, notwithstanding that property in the Goods has not passed to the Customer.
- 7.6 Where any account, or any part thereof, is overdue for payment the Customer shall cease to be entitled to the benefit of any discount specified in that account and the Company shall be entitled to charge interest, at the rate of five per centum per annum above the Barclays Bank plc base rate in force from time to time, on the amount due from the due date for payment until the actual date when payment in full, including interest, is received by the Company, and such interest shall be charged as well after as before any judgement.
- 7.7 If the Customer fails to make timeous payment in accordance herewith then, in addition to any other remedies available to the Company, the Company may either suspend all further deliveries of the Goods or performance of the Services under the Contract until payment is made in full or, at its option, treat the Contract as repudiated.
- 7.8 If the Customer repudiates the Contract for any reason, or is deemed to have repudiated the Contract in accordance with Clause 7.7, then the Company shall, in addition to any other remedy available to it, be entitled to seek damages for any loss suffered by it as a result of the Customers repudiation.
- 7.9 The Company, in its sole discretion, may require full or partial payment of the price prior to delivery or performance or the provision of security for payment by the Customer, in a form acceptable to the Company.

8. Retention of Title and Lien

- 8.1 This clause shall apply to all and any Goods supplied to the Customer by or on behalf of the Company:-
- (a) Legal and beneficial ownership and title in and to the Goods shall not pass from the Company to the Customer until all monies due by the Customer (or any of its associated subsidiary or holding companies) to the Company (or any of its associated subsidiary or holding companies) under any Contract (including the Company's terms and conditions applicable to and forming part of any such contract) between them, including any interest and charges, have been paid in full. Until such time as property and title in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and those of any third party to the Contract and free from any lien, charge or encumbrance and properly stored, protected and insured and identified as the Company's property and shall allow (without requirement for any further written consent) the Company access to the place where the Goods are stored for the purposes of verifying that this has been done.
- (b) Until such time as property and title in the Goods passes to the Customer, the Company shall be entitled at any time to require the customer to deliver up the Goods to the Company, or its employees or agents, or, at the Company's sole discretion, forthwith to enter upon any premises or property of the Customer or any third party where the Goods are stored and to repossess the Goods.
- (c) The Customer shall not be entitled to pledge, or in any way charge by way of security, any of the Goods which remain the property of the Company but, if the Customer does so, all moneys owing by the Customer to the Company shall, without prejudice to any other remedy available to the Company, forthwith become due and payable
- (d) If: -
- (i) the Customer 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
 - (ii) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
 - (iii) the Customer ceases, or threatens to cease, to carry on business; or
 - (iv) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly

then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel any Contract or suspend any further deliveries under any Contract without any liability to the Customer, and if the Goods have been delivered but not paid for in full, the legal and beneficial title to the Goods remains with the Company and, provided the Goods are identifiable as the Company's, no receiver or liquidator of the Customer shall sell the Goods. In these circumstances, the Company shall be entitled to enter any premises or property where the Goods are located and repossess the Goods.

- (e) The Customer shall not be entitled to in any way annex the Goods to the property or premises without the Company's written consent.
- (f) The Company retains and reserves the legal and beneficial ownership and title in and to the Goods until the Customer has paid for all and any Goods supplied by the Company to the Customer and has repaid all

other monies owed to the Company regardless of how such indebtedness arose.

9. Risk

- 9.1 Notwithstanding that property and title in the Goods has not passed under Clause 8 hereof, the risk of loss, damage or destruction to the Goods shall pass to the Customer on delivery or performance.

10. Delivery/Performance

- 10.1 Unless otherwise specified, delivery and performance dates or periods given by the Company are estimates only and shall not be essential terms of the Contract.
- 10.2 Delivery of the Goods shall take place:-
- (a) in the event that the Company undertakes delivery of the Goods, when the Goods are unloaded from the Company's means of transport at the station or address specified by the Customer .
- (b) in the event that the Customer undertakes to collect the Goods, when the Goods are loaded onto the Customer's carriage, lorry or other transport at the Company's premises.
- 10.3 Performance of the Services shall be deemed to have taken place when, in the sole opinion of the Company, the work required to be performed by the Company under the Contract has been completed.
- 10.4 The Company shall be under no obligation to give to the Customer the notice referred to in Section 32(3) of the Sale of Goods Act 1979.
- 10.5 Any receipt obtained by the Company from the Customer, or its employee or agent, accepting or taking delivery of the Goods or acknowledging performance of the Services (or such part thereof as is indicated by the receipt) shall be conclusive evidence of delivery in perfect condition or satisfactory performance by the Company.
- 10.6 The Company may elect to deliver the Goods or perform the Services in instalments and no failure by the Company in respect of any one or more instalments shall entitle the Customer to treat the Contract as a whole as repudiated.
- 10.7 If the Customer fails to take delivery of the Goods or accept performance of the Services (or any part(s) thereof) on the due date, or to give adequate instructions to enable the Goods to be delivered or the Services performed on the due date, the Company may issue a written notice to the Customer stating that risk in the Goods shall be deemed to have passed to the Customer on the date delivery was due or, in the case of Services, that the Customer is in breach of the Contract. Thereafter the Company shall store the Goods at the Customer's expense or attempt to mitigate the Company's loss in respect of the Services but, regardless of whether or not a written notice has been given to the Customer by the Company, the Customer shall indemnify the Company in respect of all losses, costs, claims, damages, and expenses incurred by the Company arising as a result of the Customer's failure or breach.

11. Product Testing by Customer

- 11.1 It is a strict requirement of every Contract that the Customer carries out its own testing of the Goods on receipt of the same.
- 11.2 **The nature of the Company's goods is such that the testing of the Goods for their performance applicability prior to putting them into use on a commercial scale is vital. This is the Customer's sole responsibility as only he is familiar with the precise use the Goods are to be put to.**
- 11.3 **The Company does not take any responsibility for lack of performance of the Goods if the Customer fails to test the Goods in accordance with this clause 11.**
- 11.4 **The Customer agrees to keep written records of its test results, copies of which must be submitted with any complaint.**

12. Goods or Services not conform to Contract

- 12.1 The Customer shall be deemed to have examined the Goods upon delivery thereof and the Services upon performance thereof (time being of the essence) and to have satisfied itself, by carrying out its own tests prior to commercial scale use, that they conform to Contract. **No claim for non-conformity of Goods will be accepted by the Company unless the Customer can produce copies of its test results, taken prior to commencement of commercial scale use of the Goods.** A claim that Goods or Services are not in accordance with the Contract will not be accepted by the Company unless notice in writing, specifying the alleged default and stating what is required of the Company to remedy the alleged default, is given to the Company within 14 days of delivery of the Goods or performance of the Services or the withdrawal of the Company's employees or agents from the Site whichever is the sooner.
- 12.2 Failure to notify the Company of the non-delivery of the Goods, or any of them, or of the non-performance of the Services within 14 days of the due date for delivery or performance will release the Company from liability for claims for non-delivery or non-performance
- 12.3 Any Goods considered to be damaged or defective (together with their packaging materials) shall be retained, and any work performed under the Services which is considered to be sub-standard shall be left unaltered, by the Customer intact as delivered or performed for a period of twenty one days from notification of the claim to the Company, within which time the Company or its agents shall have the right

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to investigate the complaint and examine the Goods or work carried out under the Services and, if possible, to remedy any defect. Any breach of this condition will release the Company from any liability for Goods or Services which are alleged not to conform to Contract.

- 12.4 If the Company agrees with the Customer that the Goods are damaged or defective, or that the work carried out under the Services is sub-standard, and that it is not possible to remedy any defect then the Company shall, at its sole option, replace the Goods or re-perform the Services or credit the Customer accordingly.
- 12.5 If the Company disagrees with the Customer that the Goods are damaged or defective, or that the work carried out under the Services was sub-standard, or disagrees in relation to how such a defect should be remedied then the dispute shall be referred to an independent third party appointed jointly by the Company and the Customer or, failing agreement within 7 days, by a party appointed, on the application of either the Company or the Customer, by the President for the time being of Hull and Humber Chamber of Commerce Industry and Shipping. Such independent third party shall act as an expert and not as an arbiter and his decision shall be final and binding on, and his costs and expenses shall be borne equally by, the Company and the Customer.
- 12.6 The Company shall have no liability to the Customer in respect of damaged or defective Goods or sub-standard Services (and the Customer shall be required to pay the full contract price) where:-
- (a) any claim made by the Customer is not in accordance with these terms and conditions
 - (b) damage has been sustained after delivery of the Goods to the Customer, or its agents, or after performance of the Services
 - (c) defects are caused by installation, operation or maintenance carried out other than in accordance with any instructions supplied orally or in writing with the Goods or Services or by wear and tear, accident or misuse, improper operation or neglect or if any adjustment, alteration or other work has been performed on the Goods or the work performed under the Services by any person other than the Company or its employees or agents
 - (d) a receipt has been obtained by the Company, duly signed by the Customer or one of its employees or agents, confirming that the Goods have been delivered in a satisfactory condition or the Services performed in a satisfactory manner.

13. Limitation of Liability

- 13.1 The Company shall be under no liability:-
- (a) in respect of any defect in the Goods or Services arising from any drawing, design or specification supplied by the Customer
 - (b) **in respect of any defect in the Goods where a Customer sells the Goods on to a third party and the Customer, when submitting his order, fails to disclose in a precise and detailed manner the exact use to which the Goods are to be put (including, without limitation, providing the Company with information on the product, the type and model of machine the Goods will be inserted, into type of processing, exposure to other materials and chemicals**
 - (c) where any of the circumstances referred to in Clause 11.7(a) to (d) occur
 - (d) to the extent that the total price for the Goods or Services has not been paid by the due date for payment
 - (e) where parts, materials or equipment have not been manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer of the goods to the Company
 - (e) for any consequential loss howsoever caused.
- 13.2 The Company's liability howsoever arising shall not in any event exceed the total price for the Goods or Services.**
- 13.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods or Services which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 13.5 No employee or agent of the Company performing the whole or any part of the Services shall, in any circumstances whatsoever, be under any liability to the Customer for any loss, damage or delay of whatsoever kind arising or resulting, directly or indirectly, from any act, neglect or default on their part while acting in the course of, or in connection with, their employment or appointment and every exemption, limitation and condition contained in these terms and conditions to which the Company is entitled shall be applicable to any employee or agent of the Company.

14. Export terms

- 14.1 Where the Goods or Services are supplied for export from the United Kingdom, the provisions of this clause 14 shall apply notwithstanding any other provision of these terms and conditions.

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- 14.2 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods or Services into the country of destination and for the payment of any duties thereon.
- 14.3 Unless otherwise agreed in writing between the Company and the Customer, the Goods shall be delivered F.C.A. the air or sea port of shipment and the Customer shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 14.4 The Customer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection, and which is made after shipment or in respect of any damage during , transit.
- 14.5 Payment of all amounts due to the Company shall be made by irrevocable letter of credit opened by the Customer in favour of the Company and confirmed by a bank in England acceptable to the Company or, if the Company has agreed in writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to the Company of a bill of exchange drawn on the Customer, payable 60 days after sight to the order of the Company at such branch of Barclays Bank plc in England as may be specified in the bill of exchange .
- 14.6 The Buyer undertakes not to offer the Goods for resale in any country notified by the Company to the Customer or to sell the Goods to any person if the Customer knows or has reason to believe that that person intends to resell the Goods in any such country.

15. Confidentiality

- 15.1 The Customer shall not disclose, and shall use its best endeavours to prevent the disclosure by any of its employees or agent of, any confidential information about the Company, its employees or agents, its business, the Goods or the Services which may come into its possession or knowledge as a result of the Contract.

16. Force Majeure

- 16.1 The Company shall not be liable for any delay, or other failure to perform any part of the Contract, as a result of any factor outside the Company's control, whether an Act of God or otherwise

17. Notices

- 17.1 Any written notice to be given under the Contract shall be given by way of first class Recorded Delivery post or facsimile transmission or by personal delivery by the party giving it to the other, at his last known business address notified to the other, and shall be deemed to be delivered either 48 hours after posting (in the case of a letter) or immediately after receipt (in the case of facsimile transmission or personal delivery).

18. Indemnity

- 18.1 The Customer shall fully indemnify the Company against all costs, claims, damages and expenses to which the Company may become liable if use of the Goods, or the work performed under the Services, by the Customer in any way involves an infringement of an intellectual property right enjoyed by a third party.

19. Determination

- 19.1 If the Customer shall make default in, or commit any breach of, any of its obligations to the Company, or if any distress or execution shall be levied upon the Customer, its property or assets or if the Customer shall make or offer to make any arrangement or composition with its creditors or if any petition or receiving order in bankruptcy shall be presented or made against the Customer or, if the Customer is a limited company, any resolution or petition to wind up the Customer's business is passed or presented (otherwise than for reconstruction or amalgamation) or if a receiver is appointed to the Customer's undertaking, property or assets or any part thereof, then the Company shall have the right forthwith to determine any order then subsisting, without prejudice to any other remedies available to the Company, and all sums to be paid to the Company by the Customer shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

20. General

- 20.1 The Customer shall not be entitled to assign or transfer, in whole or in part, the benefit or burden of the Contract without the Company's prior written consent.
- 20.2 The rights and remedies of the Company set out in these conditions shall be in addition, and without prejudice, to any other rights and remedies which may be available to the Company at common law or under statute.
- 20.3** The Company shall without restrictions be entitled to assign or transfer, in whole or in part, the benefit or

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burden of any Contract.

21. Invalidation

- 21.1 If any part of these terms and conditions for any reason should be held to be invalid, such invalidity shall not affect the remaining clauses of these terms and conditions.

22. Governing Law

These terms and conditions shall be governed by and construed in accordance with the Law of England and except where otherwise expressly provided for herein the parties hereto hereby choose and submit to the jurisdiction of the English Courts.