

Terms of Sale

1. INTERPRETATION

- (a) The titles to the terms and conditions herein are for information only and shall not affect the construction or interpretation of these Terms and Conditions or any part thereof.
- (b) The Purchaser acknowledges that in instructing UK Rubber Limited to commence the Services, the Purchaser agrees to the application of these Terms and Conditions to the exclusion of any other terms or conditions that may have been proposed by the Purchaser.
- (c) All services and products are sold subject to the written terms herein and any other conditions, guarantees, warranties, terms, undertakings and representations, whether express or implied statutory or otherwise, are hereby expressly excluded.
- (d) No addition to or variation of these Terms and Conditions shall be effective unless expressly agreed in writing between UK Rubber Limited and the Purchaser.
- (e) In the event of any conflict or inconsistency between these Terms and Conditions and the terms or conditions of any order or acceptance, these Terms and Conditions shall prevail.
- (f) The giving of any delivery instructions, the acceptance of, or payment for, any services or products or any conduct in confirmation by the Purchaser of the transaction hereby contemplated shall constitute unqualified acceptance by the Purchaser of these Terms and Conditions.
- (g) Any special terms granted in respect of any one order are not applicable to any subsequent order without the express consent in writing of an authorised manager of UK Rubber Limited.

2. DEFINITIONS

“Agreement” means the Proposal and these Terms and Conditions under which UK Rubber Limited has agreed to perform the Services for the Purchaser. “Business Day” means a day other than a Saturday, Sunday or public holiday in Ireland/UK when banks are open for business. “Contract” means the contract between UK Rubber Limited and the Purchaser for the supply of Services in accordance with these Conditions. “Conditions” means these terms and conditions as amended from time to time in accordance with Clause 5. “UK Rubber Limited” means UK Rubber Limited. “Force Majeure” means war, acts of foreign enemies, terrorism, revolution, riot, strike, civil commotion, fire, flood or other natural disaster, radioactive contamination or any other circumstance whatsoever beyond the reasonable control of either Party except that inability to make payment is not Force Majeure. “Limit of Liability” is the maximum amount of liability of UK Rubber Limited under this Contract, as set out in clause 15. “Order” means the Purchaser’s order for Services as set out in the Purchaser’s written acceptance of a Proposal by UK Rubber Limited. “Parties” means UK Rubber Limited and the Purchaser and “Party” means either the Purchaser or UK Rubber Limited.

3. “Price” means the set of rates detailed in the Proposal. “Products” shall mean the goods which UK Rubber Limited is to supply in accordance with these Conditions and/or Proposal and shall be deemed to include containers and equipment and any other goods supplied by UK Rubber Limited or subcontractor of UK Rubber Limited. “Proposal” means the proposal(s) submitted or communicated by UK Rubber Limited detailing the Services and/or Products that UK Rubber Limited intends to provide for the Purchaser. “Purchaser” means the business entity with which this Contract is made and indicated by that Party’s acceptance of the Proposal submitted by UK Rubber Limited.

“Relevant Information” means all known, assumed or suspected information in the possession or control of the Purchaser and any other relevant data known to the Purchaser relating to the Services provided as may be required by UK Rubber Limited from time to time in order to facilitate the provision of the Services. “Report” means the report(s) created by UK Rubber Limited describing the results of the Services and related matters. “Services” means the services and or Products described in the Proposal and all other work performed by UK Rubber Limited pursuant to this Agreement.
4. **BASIS OF CONTRACT.** The Order constitutes an offer by the Purchaser to purchase Services in accordance with these Conditions. The Order shall only be deemed to be accepted when UK Rubber Limited commences the works or UK Rubber Limited issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date). Any Proposal given by UK Rubber Limited shall not constitute an offer and is only valid for a period of twenty (20) Business Days from its date of issue, unless otherwise stated.
5. **ENTIRE AGREEMENT.** Upon authorisation by the Purchaser and commencement of the Services, these terms constitute the entire agreement between the parties concerning its subject matter and supersede any previous agreement between the parties relating to the subject matter of this Contract. Any changes or additional conditions proposed by Purchaser are hereby rejected, unless expressly stated in the Contract or incorporated by a change order. The Purchaser acknowledges that it has had an opportunity to negotiate changes to these Terms and Conditions. The Purchaser further acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall UK Rubber Limited be bound to any terms and conditions on such form regardless of reference to or signature.
6. **CHANGES.** UK Rubber Limited will perform the Services generally in accordance with the Proposal, but reserves the right to vary the Services if it appears to UK Rubber Limited reasonably necessary to do so either as a result of conditions encountered, safety or environmental factors, or the discovery of any other information, which has a material effect on the Services. In the event of a variation in the Services due to the reasons described above or in the event that the Purchaser requests a variation to the Services, UK Rubber Limited shall notify the Purchaser promptly of the costs of such variations and the Purchaser shall pay any additional costs incurred at the rates set out in the Proposal or at such rates as are otherwise agreed between the Parties in writing. UK Rubber Limited may vary the Price with thirty (30) days’ notice in the following circumstances:-

(a) Reduction in the value of commodity values applicable to UK Rubber Limited's service offering;

(b) Increases in the rates charged to UK Rubber Limited by subcontractors, sub-consultants and/or agents used to perform part of the Services;

(c) Increases in UK Rubber Limited's disposal costs caused by an increase in landfill and/or other taxes.

(d) Failure by the purchaser to alert UK Rubber Limited of any contamination that may have embedded itself within a load, and subsequently become aware of at the time of delivery to UK Rubbers site. Additional costs will apply for the removal and dispersal of said contaminants. Oil, wood, metal, soil or any other foreign matter out with the general construction of a tyre will be treated as contaminated material and an additional charge will apply, such charge will be made by UK Rubber and forwarded to the purchaser as soon as possible following the discovery of the contaminated material.

7. **INFORMATION AND ACCESS.** The Purchaser shall provide free access to UK Rubber Limited to any Relevant Information and authorises UK Rubber Limited to take photographs, copies and samples of any Relevant Information for the purpose of providing the Services. The Purchaser acknowledges that in agreeing to provide the Services, UK Rubber Limited has relied upon the Purchaser to make full disclosure of all Relevant Information. The Purchaser shall transmit promptly to UK Rubber Limited any new Relevant Information that becomes available or any other information that may materially affect the work to be performed. The Purchaser shall immediately pass to UK Rubber Limited any new Relevant Information that becomes available or any change in information. All Relevant Information shall be returned to the Purchaser after use or completion of the Services by UK Rubber Limited or termination of this Contract under clause 20, provided that UK Rubber Limited shall have the right to take copies of any Relevant Information for its own records, subject to the confidentiality obligations set out in clause 12 and the data protection obligations set out in clause 24.
8. **SITE ACCESS AND UNDERGROUND UTILITIES OR SERVICES.** Unless otherwise stated elsewhere, the Purchaser shall make all necessary arrangements for right of entry to provide UK Rubber Limited access to the site for all equipment and personnel at no charge to UK Rubber Limited. UK Rubber Limited will take all reasonable precautions to avoid damage to property belonging to the Purchaser or any third party, including underground services and structures, subject always to clauses 6 and 15. In the event that the equipment provided to the Purchaser by UK Rubber Limited is lost or damaged while on the Purchasers site, the Purchaser will pay UK Rubber Limited for any repair or replacement costs. UK Rubber Limited shall not be liable for any damage to the Purchasers sites in the event that reasonable and safe access or Relevant Information was not provided to allow UK Rubber Limited to the carry out the service or deliver the goods.
9. **SUBCONTRACT.** UK Rubber Limited may use subcontractors, sub-consultants and/or agents to perform part of the Services. In such event UK Rubber Limited shall exercise all reasonable care to ensure that such subcontractors, sub-consultants and/or agents are appropriately skilled and experienced in relation to the work that they are instructed to carry out.

10. **PAYMENT.** Unless otherwise stated in the Proposal, invoices will be submitted by UK Rubber Limited either at the completion of the work or on a monthly basis and will be due and payable on the invoice date. Payment is deemed to have been made following receipt in full of the Price in cleared funds by UK Rubber Limited. The Purchaser shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). In the event that an invoice is not paid within thirty (30) days of the invoice date, without prejudice to any other rights and remedies available to it, UK Rubber Limited may:-

- (a) Charge the Purchaser a late fee of two percent (2%) per month computed at 31 days from the date of invoice / charge the Purchaser default interest at four percent (4%) above the European Bank base rate from thirty (30) days from the invoice date until payment is received. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. The Purchaser shall pay the interest together with the overdue amount;
- (b) set-off any late payments due by the Purchaser to UK Rubber Limited, against any amounts due to the Purchaser by UK Rubber Limited;
- (c) suspend or cancel the provision of Services contemplated under this Contract;
- (d) return any unprocessed waste collected from the Purchasers sites to the Purchasers sites;
- (e) remove equipment or goods associated with the service provision previously supplied to the Purchaser; and/or
- (f) terminate this Contract in accordance with clause 20(a). All amounts payable by the Purchaser under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by UK Rubber Limited to the Purchaser, the Purchaser shall, on receipt of a valid VAT invoice from UK Rubber Limited, pay to UK Rubber Limited such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by UK Rubber Limited in the collection of unpaid invoice amounts shall be paid by Purchaser. If an invoice is disputed in any way, the Purchaser will pay the undisputed portion of the invoice without delay. The Parties shall then seek to resolve the disputed portion of the invoice in good faith, without prejudice to clause 17. In the event that the Purchaser agrees to direct debit payment terms, payment will be taken directly from the Purchaser's bank account in line with the parameters of the direct debit agreement. In the event that the Purchaser is required to invoice UK Rubber Limited for a recycle value, the invoice must be issued within three (3) months of becoming due, otherwise the value cannot be claimed from UK Rubber Limited.

11. **RELIANCE ON REPORTS AND OWNERSHIP RIGHTS.**

Copyright and all intellectual property rights in the Service products or Reports shall remain vested in UK Rubber Limited at all times. After payment of the Price, UK Rubber Limited shall grant the Purchaser a royalty-free license to reproduce the Report for the Purchaser's own use, provided always that the Report shall be used for the originally intended purpose as stated by UK Rubber Limited in the Report. The Purchaser shall not disclose any Report or service product to any third party for their reliance thereon on any other use whatsoever unless UK Rubber Limited, at its discretion and by prior agreement with the Purchaser, enters into an agreement ("reliance agreement") with the third party who agrees, inter alia, to be bound by the same conditions and limitations as the Purchaser, following which the third party shall be entitled to rely upon such Report for the original intended purpose. Where the Purchaser wishes UK Rubber Limited to agree reliance agreements with multiple third parties, the Purchaser agrees to assume responsibility for coordinating any comments that such third parties may have relating to the form and content of such reliance agreements. The UK Rubber

Limited name and logo and any related name and logo are the registered trademarks of UK Rubber Limited. The Purchaser agrees not to use the UK Rubber Limited name or logo in any marketing materials or any public documents whatsoever without the prior written and express consent of UK Rubber Limited. Under no circumstances shall the Purchaser disclose any part of the Services to a third party, unless expressly authorised to do so by UK Rubber Limited.

12. **PRODUCT AND PROPERTY OWNERSHIP** It is expressly agreed that the property in and ownership of all products supplied by UK Rubber Limited to the Purchaser shall remain with UK Rubber Limited until payment for the products has been made in full upon which event the property in and ownership of the products shall pass to the Purchaser. Until the ownership of the products passes as aforesaid the Purchaser shall be deemed to hold the products as bailee of UK Rubber Limited and shall use all reasonable care to keep the products in the same condition as that in which they were delivered to him. Upon the termination of this Contract all of the products the property of UK Rubber Limited shall be immediately delivered to UK Rubber Limited. In the event that such products or property are not so delivered, UK Rubber Limited by its servants or agents shall have the right during business hours to enter with or without recourse to law on the land and buildings of the Purchaser to take possession of the products (and all costs to UK Rubber Limited of so taking possession shall be due by the Purchaser to UK Rubber Limited). Products may not be returned to the Purchaser except by prior written permission of an authorised officer of UK Rubber Limited and such return shall be subject to payment by the Purchaser of an appropriate fee determined by UK Rubber Limited.
13. **CONFIDENTIALITY** The Parties will treat the details of this Contract and any written or oral information about the Services, including the service products, as private and confidential and neither Party shall publish or disclose any detail thereof to any third party except as permitted in this Contract. This duty of confidentiality shall not apply to information which a Party can show by reasonable documentary proof:-
- (a) to have been in the public domain at the time of receipt by such Party; or
 - (b) to have become known to the public through no fault of such Party after receipt thereof; or
 - (c) is required to be disclosed pursuant to applicable laws or a legally binding order of any judicial, governmental or regulatory body. Before the disclosure of any information pursuant to this clause 12, the disclosing Party will (to the extent permitted by law) inform the other Party of the circumstances and the details of the information to be disclosed at the earliest opportunity.
14. **STANDARD OF CARE.** In the performance of professional services, UK Rubber Limited will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities. No other warranty or representation, express or implied, is included or intended in this Contract or elsewhere. UK Rubber Limited is to be liable only for damage proximately caused by the negligence of Terms & Conditions of Sale UK Rubber Limited. The Purchaser recognises that conditions may vary from those encountered at the location where, surveys are made by UK Rubber Limited and that the data, interpretations and recommendation of UK Rubber Limited are based solely on the information provided or made available to UK Rubber Limited. UK Rubber Limited will not be responsible for the interpretation by others of the information developed. The Purchaser acknowledges that the work performed will not necessarily reveal all adverse or material facts or conditions relevant to the work performed.

15. **ENVIRONMENTAL LIABILITY.** Unless specifically identified elsewhere, the Purchaser's responsibility and liability includes the handling and disposal of any samples, hazardous or contaminated materials generated as a result of UK Rubber Limited's performance hereunder. The Purchaser shall be responsible for the disposal or recovery of all hazardous or contaminated materials and associated costs unless expressly provided by UK Rubber Limited prior to any waste being uplifted by UK Rubber or delivered direct to site by the purchaser. Any such hazardous or contaminated materials shall remain the property and responsibility of the Purchaser at all times and in no circumstances shall UK Rubber Limited acquire title to any hazardous materials or waste. Subject to the foregoing, UK Rubber Limited, at the Purchaser's request and expense, may assist the Purchaser in the disposal or recovery of any hazardous or contaminated materials.
16. **LIMITATION OF LIABILITY.** The aggregate Limit of Liability arising directly or indirectly from the Services and this Contract whether under contract, tort or any other legal basis is the compensation actually paid to UK Rubber Limited for the Services. The Purchaser agrees that in no circumstances whatsoever will it enforce any claim, judgment or award against any person (including UK Rubber Limited) to the extent that enforcement thereof will, or may, result in the aggregate amount paid by UK Rubber Limited exceeding the Limit of Liability. Subject to this Clause 15, UK Rubber Limited's liability shall be limited to the extent of any loss, damages, injury, expenses, costs (including legal costs) that are directly caused by the gross negligence of UK Rubber Limited, its employees, its subcontractors and/or agents hereunder. If the Purchaser becomes aware of circumstances that might give rise to a claim against UK Rubber Limited, it is a condition precedent to the liability of UK Rubber Limited that the Purchaser shall give notice of such circumstances to UK Rubber Limited within thirty (30) days of the Purchaser becoming aware of them. All claims by Purchaser shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services. Nothing in this Contract shall exclude or restrict any liability of UK Rubber Limited for death or personal injury resulting from proven negligence. UK Rubber Limited shall not be liable for any damage to underground services and structures that are not notified to UK Rubber Limited in accordance with clause 6 or are not located as shown on any plans that UK Rubber Limited would be reasonably entitled to rely upon. In the event that the Purchaser notifies UK Rubber Limited of its intention to make a claim against UK Rubber Limited and subsequently does not proceed with that claim, then the Purchaser shall pay all costs reasonably incurred by UK Rubber Limited in responding to the claim, including the costs of preparing a formal legal defence.
17. **CONSEQUENTIAL DAMAGES.** Subject to Clause 15 UK Rubber Limited shall not be liable to the Purchaser, whether in contract, tort (including negligence), for breach of duty (statutory or otherwise), or otherwise, arising under or in connection with the Contract for loss of profits, loss of revenue, business interruption, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of damage to goodwill; and any indirect or consequential loss and whether or not such losses were foreseeable at the time of entering into this Contract. Clause 15 and 16 shall survive termination of the Contract.

18. **DISPUTES.** If the Purchaser suspects or disputes at any time that any part of the Services is not being performed in accordance with the terms of this Contract, the Purchaser shall immediately notify UK Rubber Limited in writing and allow UK Rubber Limited reasonable time to take appropriate corrective action. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: by the technical and contractual personnel for each party performing the Services, by executive management of each party, by mediation, by arbitration if both parties agree or through the court system of the relevant country as set out in Clause 27.
19. **NON-HIRING COVENANT.** In the event the Purchaser directly or indirectly hires a UK Rubber Limited employee within six (6) months after completion of the project contemplated by this Contract, the Purchaser agrees to pay UK Rubber Limited an amount equal to the normal introduction fee of fifty percent (50%) of the UK Rubber Limited employee's first year's remuneration.
20. **INSURANCE.** The Parties agree to maintain employer's, motor and public liability insurance covering their respective liabilities under this Contract and as required by any relevant statute or law.
21. **TERMINATION**
- (a) Without limiting its other rights or remedies, either Party may by written notice terminate this Contract if the other substantially fails to perform its obligations under this Contract or in the event of late payment, provided that the terminating Party has first given to the other Party not less than ten (10) days written notice to the other specifying the default and referring to this clause, and the default has not been remedied prior to termination taking place.
- (b) UK Rubber Limited may by written notice terminate this Contract immediately if the Purchaser has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or enters into liquidation (whether voluntary or compulsory), receivership, examinership or if any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser.
- (c) In the event of termination by the Purchaser for reasons not specified in sub-clauses (a) above, the Purchaser may terminate the Contract by written notification, which must be issued within ninety (90) days prior the Contract anniversary date with ninety (90) days notice, otherwise the Contract will rollover for a further 12 months.
- (d) Without limiting its other rights or remedies, UK Rubber Limited may, without stated cause, terminate the Contract by giving the Purchaser ninety (90) days notice of such termination. In the event of termination for any cause whatsoever, the Purchaser shall immediately pay to UK Rubber Limited all of UK Rubber Limited's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, UK Rubber Limited shall submit an invoice, which shall be payable by the Purchaser immediately on receipt. UK Rubber Limited shall also be entitled, but not obliged, at the Purchaser's Expense, to put UK Rubber Limited's files into proper order, and to carry out such works as it considers reasonably necessary to leave the services in safe condition. In such an event the provisions of clause 4 shall apply. Such work shall be charged at UK Rubber Limited's standard rates, subject to a maximum of 10% of the total fee indicated in the proposal. In the event that UK Rubber Limited is prevented from recovering waste streams of value from the Purchaser's sites as part of the Services during the Contract, UK Rubber Limited shall be paid by the Purchaser an amount equivalent to the lost value of the waste streams. In the event that UK Rubber Limited is required to service the Purchaser after the ninety (90) notice period given to terminate the

contract, the Contract will rollover for a further 12 months. On termination of the Contract for any reason the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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 and clauses which expressly or by implication survive termination shall continue in full force and effect.

22. **FORCE MAJEURE.** Neither Party shall be liable for any delays or failure to perform any obligations because of Force Majeure. In the event of Force Majeure, both Parties shall use all reasonable endeavours to overcome any difficulties thereby arising and shall resume their respective obligations under this Contract as soon as is reasonably possible. If Force Majeure continues for more than ninety (90) days, either Party may terminate this Contract by written notice to the other. UK Rubber Limited shall be entitled to charge the Purchaser for all services performed prior to the Force Majeure in accordance with the Price together with all expenses reasonably incurred by or accruing to UK Rubber Limited during the Force Majeure period.
23. **GUARANTEES AND INDEMNITIES.** If during the period of twelve calendar months from the date of commissioning or use of any products such products shall be proved by the Purchaser to the satisfaction of UK Rubber Limited to be defective by reason of faulty design or defective materials or manufacture, and UK Rubber Limited is notified within 60 days in writing of the alleged defect becoming apparent then UK Rubber Limited shall at its option and without cost to the Purchaser either remove, repair or replace the defective product, provided however that:-
- (a) All products replaced and removed shall thereafter be the property of UK Rubber Limited;
 - (b) Failure by the Purchaser to carry out any of its obligations shall relieve UK Rubber Limited of any liability;
 - (c) Notwithstanding anything contained in these conditions the sole liability in respect of products not manufactured by UK Rubber Limited but merely resold shall be to give the Purchaser the benefit of such sums (if any) recovered by UK Rubber Limited from the manufacturer of such product as UK Rubber Limited shall consider reasonable;
 - (d) If without the prior written consent of UK Rubber Limited, modifications repairs or replacements are made by the Purchaser to a product UK Rubber Limited shall be under no liability whatsoever under this clause 22 and no allowance shall be made for any modifications, repairs or alterations so made. UK Rubber Limited shall be under no liability whatsoever in respect of any product which has not in its absolute opinion been properly installed, maintained and operated save as aforesaid. The liability of UK Rubber Limited in respect of products supplied or any loss, injury or damage or secondary or remoter losses attributable thereto (directly or indirectly) is limited to making good by supplying replacements. No liability shall attach to UK Rubber Limited until the products have been paid for and UK Rubber Limited shall in no circumstances be liable for any consequential loss, injury or damage howsoever caused. At the expiration of the period mentioned in the introduction to clause 22 hereof all liability on the part of UK Rubber Limited in respect of any product shall cease. UK Rubber Limited shall be under no liability whatsoever including (but without prejudice to the generality of the foregoing) any liability in tort for any defects in, or failure of, or unsuitability for any purpose of the products, whether the same be due (directly or indirectly) to any act omission, negligence or wilful default of UK Rubber Limited or its servants or agents or to faulty design, manufacture or materials, or to any other cause whatsoever, including (but without prejudice to generality of the foregoing) any breach by UK Rubber Limited, its servants or agents of any fundamental term, or any fundamental breach by UK Rubber Limited, its servants or agents of any terms, of the contract to which these Terms and Conditions relate. The Purchaser shall

indemnify UK Rubber Limited and keep UK Rubber Limited at all times indemnified against all liabilities, damages, claims and costs arising from or related to the treatment, disposal, escape or release of the Purchaser's waste, sewerage, effluent, water or waste water.

24. **PATENTS TRADEMARKS AND DESIGNS.** The Purchaser shall be responsible for any infringement with regard to patent, utility, model, trademark, design, copyright or other intellectual property right in any country worldwide without exception when such infringement is due to UK Rubber Limited having followed the design or instructions furnished by the Purchaser. The Purchaser shall be liable for and shall indemnify UK Rubber Limited against all loss, damages and expenses suffered or incurred by UK Rubber Limited as a result of any such infringement. In case any dispute and/or claim arises in connection with the above infringement, UK Rubber Limited reserves the right to cancel the Contract and to hold the Purchaser responsible for any loss caused thereby to UK Rubber Limited. Nothing herein contained shall be construed as transferring any patent, utility model, trademark, design or copyright in the products or in any product that the products can produce, and all such rights are expressly reserved to UK Rubber Limited.
25. **DATA PROTECTION.** Any data collected under or in connection with the Contract may be disclosed by UK Rubber Limited to group companies, agents, and/or those organisations who are obliged to process such data solely in accordance with instructions received from the Purchaser and to adhere to the data security standards required under data protection law. This Contract is made on the basis that each Party is entitled to assume that the other has complied and will continue to comply with its obligations arising from the data protection laws in the force from time to time to the extent that those obligations are relevant to this Contract.
26. **ASSIGNMENT.** Neither Purchaser nor UK Rubber Limited shall assign its interest in this Contract without the written consent of the other except that UK Rubber Limited may assign its interest in the Contract to related or affiliated companies of UK Rubber Limited without the consent of Purchaser and UK Rubber Limited may delegate portions of the work hereunder to able subcontractors provided there is no degradation in the Services performed.
27. **WARRANTY OR AUTHORISATION TO SIGN.** The person ordering the Services and or Products warrants that he/she has authority to so order the Services and or Products, or on behalf of, the Purchaser for whom or for whose benefit UK Rubber Limited's services are rendered. If such a person does not have such authority, he/she agrees that he/she is personally liable for all breaches of this contract, and that in any such action against him for breach of such warranty, reasonable legal fees and costs shall be included in a judgement rendered.
28. **NOTICES.** Any notice to be given by one Party to the other shall be served by sending such notice by post, by hand, by facsimile transmission or by email to the addresses given in the Proposal. Notices shall be deemed to have been received by the recipient Party as follows:-
- (a) by post, four (4) days after posting to within Ireland or Northern Ireland or ten (10) days after posting to outside Ireland or Northern Ireland;
 - (b) by hand, at the time of delivery;
 - (c) by facsimile, at the time of transmission, provided that the correct "answerback" has been obtained by the sending Party.
 - (d) by email providing a 'read receipt' has been obtained

29. **GOVERNING LAW.** The Contract shall in all respects be construed and governed by the laws of Scotland, without regard to choice or conflicts of law principles. Further, subject always to Clause 17 you and UK Rubber Limited agree to the jurisdiction of the Scottish courts to resolve any dispute, claim, or controversy that arises in connection with the Contract:
30. **SEVERABILITY.** If any provision of this Contract is or becomes invalid, illegal or unenforceable in any respect, 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 or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
31. **WAIVER.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.
32. **THIRD PARTIES.** No one other than a party to the Contract shall have any right to enforce any of its terms.