

**All of our deliveries and services to businesses, companies, legal entities subject to public law or special assets governed by public law shall be governed exclusively by the following terms and conditions:**

**I. OFFER AND ACCEPTANCE/ WRITTEN FORM**

1. The Order ("**Order**" means any order from the Customer to the Supplier for the supply of Goods and/or Services in such form as the Supplier may determine from time to time) constitutes an offer by the Customer ("**Customer**" means the person(s), firm or company who purchases the Goods and/or Services from the Supplier) to purchase Goods ("**Goods**" means any goods agreed in the Contract to be supplied to the Customer by the Supplier (including any part or parts of them) in accordance with these Conditions.
2. No Order placed by the Customer shall be deemed to be accepted by the Supplier ("**Supplier**" means The Barden Corporation (UK) Limited (Registered No: 00450577) whose registered office is at Plymbridge Road, Estover, Plymouth, Devon PL6 7LH) until a written acknowledgement of order is issued by the Supplier or (if earlier) the Supplier commences manufacture of the Goods, their appropriation to the Customer's order or despatch of the Goods to the Customer. Any Order shall be accepted entirely at the discretion of the Supplier, at which point and on which date the Contract ("**Contract**" means any contract between the Supplier and the Customer for the sale of Goods incorporating these Conditions) shall come into existence ("**Commencement Date**").
3. No purported alteration or variation of the Contract shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties to the Contract.
4. The Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).

It is the Customer's obligation to ensure that the terms of its Order and any applicable specification are complete and accurate.

**II. PRICES/ SURCHARGE**

1. The price for Goods shall be the agreed price. Such price may be set out in the Order acknowledgement or, if an Order acknowledgement does not exist, the price set out in the Supplier's price list currently in use on the date of delivery or deemed date of delivery of the Goods. The price for the Goods shall be exclusive of any value added tax or other similar taxes or levies. Where value added taxes or similar taxes or levies are statutory applicable, the Customer will pay such amounts in addition to the price for the Goods.
2. The Supplier shall have the right to charge the Customer a surcharge where the quantity of Goods in any Order does not meet the minimum order value or minimum order quantity specified in the relevant price list.

**III. DELIVERY TIMES/ DEFAULT/ SCHEDULE TRANSACTIONS**

1. Any times specified by the Supplier for delivery of the Goods are an estimate only and time for delivery shall not be of the essence.
2. The Supplier 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 ("**Force Majeure Event**" means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under the Contract including act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction war,

revolution, act of terrorism, riot or civil commotion, strikes, locks outs and industrial action, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services). If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than three (3) months, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

3. in the event the Supplier is delayed in delivering the Goods, The liquidated damages shall be payable by the Supplier as set out in this Condition III.3. The liquidated damages payable by the Supplier shall be 0.5% of the value of the relevant Goods that are delayed for each full week of delay, up to a maximum amount of 5% of the value of such Goods. Liquidated damages as set out in this Condition III shall be the Customer's sole and exclusive remedy for delay in delivery of the Goods.
4. To the extent that the parties have agreed that a particular volume specified in an Order is to be delivered within a specified time period ("**Agreed Period**") and the Customer has the right to determine the specific delivery date, the Customer shall notify the Supplier of the specific delivery date not less than twelve (12) weeks prior to such date. After the Agreed Period has expired, the Supplier shall be entitled to invoice the Customer for such Goods and deliver the Goods.
5. The Supplier shall be entitled at its discretion to make delivery of the Goods by instalments and to invoice the Customer for each instalment individually. Any delay in delivery or Defect in an instalment shall not entitle the Customer to cancel any other instalment.

#### **IV. PACKAGING/ SHIPPING**

1. The Goods shall be delivered EXW (Incoterms 2010) from the Supplier's premises as may be advised by the Supplier prior to delivery ("**Delivery Location**"). The time of Delivery shall be the time the Supplier notifies the Customer that the Goods are ready to dispatch.
2. The method of packaging and the packaging materials used shall be determined by the Supplier in its absolute discretion.
3. Any reusable packaging shall remain the property of the Supplier and shall be returned by the Customer to the Delivery Location without delay and at no charge to the Supplier.
4. The purchaser shall be responsible for additional costs for express shipping and for the mailing costs for small item deliveries.
5. In case of deliveries into other EU member states ("Intra-Community Supply") the Customer is obliged to support us with any reasonable assistance in order to prove the Intra-Community Supply. In particular, the Supplier can request a signed and dated confirmation of the Intra-Community Supply containing at least: name and address of consignee, quantity and commercial description of the goods and place and date of receipt of goods. If the Customer does not comply with the aforesaid cooperation obligation, the Customer shall be liable for any damages resulting thereof, especially shall compensate any value added tax (VAT) imposed on us.

#### **V. PAYMENT**

1. The Customer shall pay all invoices in full and cleared funds without any deduction, or withholding, within thirty (30) days of the date of the invoice unless otherwise agreed. In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. Invoices shall be deemed received within three (3) days of despatch.

The Customer shall pay all invoices in full and cleared funds without any deduction, or withholding, within thirty (30) days of the date of the invoice unless otherwise agreed. Time for payment shall be of the essence.

All payments shall be in the currency as agreed upon between the Customer and the Supplier by electronic transfer to the Supplier's bank account as set out in the Contract, or such other bank account as the Supplier may from time to time notify to the Customer

2. The Customer shall be in payment default as soon as the agreed payment date has passed unless payment does not take place due to a circumstance for which the Customer is not responsible.
3. The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Customer.
4. No indulgence granted by the Supplier to the Customer concerning the Customer's obligations under this Condition V shall be or be deemed to be a credit facility but if any such facility is granted to the Customer by the Supplier, the Supplier may withdraw it at its sole discretion at any time.
5. If any sum due from the Customer to the Supplier under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to the Supplier shall become due and payable immediately and, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
  - (a) cancel or suspend its performance of the Contract or any Order including suspending deliveries of the Goods and suspending delivery of any other goods to the Customer until arrangements as to payment or credit have been established which are satisfactory to the Supplier;
  - (b) appropriate any payment made by the Customer to such Goods (or any goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit;
  - (c) require the Customer to pay for Goods prior to their collection from the Supplier's place of business; and
  - (d) charge the Customer:
    - (i) interest on the overdue amount from the due date until payment is made in full both before and after any judgment, at four percent (4%) per annum over the Bank of England base lending rate from time to time (accruing on a daily basis and compounded quarterly);
    - (ii) the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.
6. All payments payable by the Customer to the Supplier under these Conditions will become due immediately on its termination.

## **VI. RETENTION OF TITLE**

1. Full legal, beneficial and equitable title to and property in the Goods shall remain vested in the Supplier (even though they have been delivered and risk has passed to the Customer) until:
  - (a) payment in full, in cash or cleared funds, for all the Goods has been received by the Supplier; and
  - (b) all other money payable by the Customer to the Supplier on any other account or under the Contract or any other contract has been received by the Supplier.
2. Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer:
  - (a) the Customer shall hold the Goods on a fiduciary basis as the Supplier's bailee;
  - (b) the Customer shall store the Goods at its premises in a proper manner in conditions which adequately protect and preserve the Goods and shall insure them, without any charge to the Supplier, and not tamper with any identification upon the Goods or their

packaging and shall ensure that they are stored separately from any other goods (whether or not supplied by the Supplier) and are clearly identifiable as belonging to the Supplier and the Supplier shall be entitled to examine any such Goods in storage at any time during normal business hours upon giving the Customer reasonable notice of its intention to do so;

- (c) the Supplier may at any time, on demand and without prior notice, require the Customer to deliver the Goods up to the Supplier and the Supplier may repossess and resell the Goods if any of the events specified in Condition XI occurs or if any sum due to the Supplier from the Customer under the Contract or on any other account or under any other contract is not paid when due;
  - (d) For the purposes of this Condition VI.2 the Supplier, its employees, agents and sub-contractors will be entitled to free and unrestricted access to any premises owned, occupied or controlled by the Customer and/or any other location where any of the Goods are situated at any time without prior notice; and
  - (e) the Supplier shall be entitled to maintain an action against the Customer for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed to the Customer,
- but the Customer may resell or use the Goods in the ordinary course of its business.

3. In the event that the Supplier notifies the Customer in writing (an "**ROT Notice**") that it intends to exercise its rights contained in these Conditions (including, without limitation, Condition VI.1 and Condition VI.2(c)) to take possession of the Goods supplied by reason of non-payment of monies due and payable under the Contract or on any other account or under any other contract, the Supplier and the Customer agree to the following:

- (a) Upon the earlier of:
  - (i) receipt of an ROT Notice served in accordance with Condition XIII of these Conditions; and
  - (ii) one of the events set out in Condition XI occurring;the Customer's right (and for the avoidance of doubt, that of anyone acting on its behalf), pursuant to Condition VI.2 to resell or use the Goods (in respect of which title has not passed to the Customer) in the ordinary course of its business, shall, unless agreed otherwise by the Supplier in writing, terminate with immediate effect.
- (b) Within three (3) Business Days ("Business Day" means any day which is not a Saturday, a Sunday or a bank or public holiday in any part of the United Kingdom;) of an ROT Notice being given, the Customer shall give the Supplier reasonable access to their premises and (so far as it is able) to any other premises where the Goods are held to enable the Supplier to inspect the goods, and subject to such access being given, such inspection to be completed within seven (7) Business Days.
- (c) Within fifteen (15) Business Days of the Supplier carrying out the inspection referred to in Condition VI.3(b) above, and subject always to Condition VI.3(d) below, the Supplier will give notice in writing to the Customer specifying those Goods in relation to which the Supplier intends to retain ownership of and take possession of in accordance with the Conditions (the "**Uplift Stock**") and the remaining Goods in respect of which title will pass to the Customer (subject to Condition VI.1).
- (d) The Uplift Stock in respect of which the Supplier will retain ownership shall be determined as follows:
  - (i) the value of Uplift Stock (determined as set out below) will not exceed the aggregate amount due and owing to the Supplier;
  - (ii) for the purpose of calculating the value of the Uplift Stock it shall be valued at an amount equal to the actual sales prices of the Goods when they were sold by the Supplier to the Customer; and

- (iii) any Goods which are not, in the opinion of the Supplier, in a resalable condition in accordance with the Supplier's stock cleanse procedure from time to time applying shall be disregarded and shall not form part of the Uplift Stock.
  - (e) The Customer agrees to give the Supplier reasonable access to its premises and so far as it is able shall give the Supplier reasonable access to any premises where the Goods are held for the purposes of removing the Uplift Stock.
4. The Supplier's rights and remedies set out in this Condition VI are in addition to and shall not in any way prejudice, limit or restrict any of the Supplier's other rights or remedies under the Contract or in law or equity.

**VII. WARRANTIES**

1. If the Customer establishes to the Supplier's reasonable satisfaction that there is a Defect ("Defect" means Goods that at the time of delivery: (i) do not comply with the agreed upon specification; or (ii) where there is no agreed upon specification, contain defects in material and workmanship, in each case under (i) and (ii) due to reasons attributable to the Supplier. The Customer bears the burden of proof that Goods are defective) in the materials or workmanship of the Goods manufactured or there is some other failure by the Supplier in relation to the conformity of the Goods with the Contract then the Supplier shall at its option, at its sole discretion and within a reasonable time;
- (a) repair or make good such Defect or failure in such Goods free of charge to the Customer (including all reasonable costs of transportation of any Goods or materials to and from the Customer for that purpose); or
  - (b) replace such Goods with Goods which are in all respects in accordance with the Contract;
2. Condition VII.1 shall not apply unless the Customer:
- (a) notifies the Supplier in writing of the alleged Defect within seven (7) days of the time when the Customer discovers or ought to have discovered the Defect and in any event within twelve (12) months of the delivery of the Goods to the Customer or such other periods as agreed by the Supplier in writing; and
  - (b) affords the Supplier a reasonable opportunity to inspect the relevant Goods and, if so requested by the Supplier and where it is reasonable to do so, promptly returns to the Supplier or such other person nominated by the Supplier a sample of the Goods within fourteen (14) days, carriage paid by the Customer, for inspection, examination and testing and/or otherwise permit the Supplier to have access to the Goods at the Customer's premises or other location where they may be for such purposes.
3. If the Supplier elects to replace the Goods pursuant to Condition VII.1, the Supplier shall deliver the replacement Goods at the Supplier's own expense to the Delivery Location and the legal, equitable and beneficial title to the Defective Goods which are being replaced shall (if it has vested in the Customer) re-vest in the Supplier and the Customer shall make any arrangements as may be necessary to deliver up to the Supplier the Defective Goods which are being replaced.
4. The Supplier shall be under no liability under Condition VII.1:
- (a) in respect of any Defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Supplier's approval;
  - (b) if the total price for the Goods has not been paid by the due date for payment;
  - (c) for any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to the Supplier by the Customer;
  - (d) in respect of any type of Defect, damage or wear specifically excluded by the Supplier by notice in writing; or
  - (e) if the Customer makes any further use of the Goods after giving notice in accordance with Condition VII.2.

5. The warranties set out in this document are the only warranties which shall be given by the Supplier and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. The liability of the Supplier under this Condition VII. shall in no event exceed the purchase price of such Goods and performance of any one of the above options shall constitute an entire discharge of the Supplier's liability under this warranty.
6. The Customer will be deemed to have accepted the Goods as being in accordance with the Contract unless:
  - (a) within fourteen (14 ) days of the date of delivery of the Goods, the Customer notifies the Supplier in writing of any Defect or other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within fourteen (14) days); or
  - (b) the Customer notifies the Supplier in writing of any Defect or other failure of the Goods to conform with the Contract within a reasonable time where the Defect or failure would not be so apparent within fourteen (14) days of the date of delivery, failing which the Customer shall not be entitled to reject the Goods and the Supplier shall have no liability for such Defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

#### **VIII. LIABILITY AND LIMITATION OF LIABILITY**

1. Nothing in these Conditions excludes or limits the Supplier's liability for:
  - (a) death or personal injury caused by the Supplier's negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - (e) Defective products under the Consumer Protection Act 1987; or
  - (f) any liability which cannot be legally excluded or limited.
2. Subject to Condition VIII.1 the Supplier is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Contract for any:
  - (a) loss of profit;
  - (b) loss of revenue;
  - (c) loss of business; or
  - (d) loss of anticipated savings,in each case whether direct or indirect, or for any indirect, special or consequential loss or damage, howsoever arising.
3. Subject to Conditions VIII.1 and VIII.2 the total aggregate liability of the Supplier arising out of, or in connection with the performance or contemplated performance of the Contract whether for negligence or breach of contract or any case whatsoever shall in no event exceed the price paid or payable to the Supplier for the Goods under the relevant Order.
4. The price of the Goods has been calculated on the basis that the Supplier will exclude or limit its liability as set out in these Conditions and the Customer by placing an order agrees that such exclusions and limitations are reasonable and warrants that the Customer shall insure against or bear itself any loss for which the Supplier has excluded or limited its liability in these Conditions and the Supplier shall have no further liability to the Customer.

#### **IX. USE OF SOFTWARE**

1. In case software is included within the Goods, the Supplier hereby grants to the Customer a non-exclusive, non-transferable license that is limited to a definite time period pursuant to the

provisions of the particular delivery, to use the software and its accompanying documentation in connection with the relevant delivered item. The software may not be used in connection with more than one delivered item. The granting of sub-licenses by the Customer is not permitted.

2. The Customer shall not copy any software included within the Goods, or any part thereof or modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights (“**Intellectual Property Rights**” means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world in each case whether registered or not and including any application for registration of the foregoing) in the software except to the extent permitted by any applicable laws.

**X. CONFIDENTIALITY**

1. The Customer shall keep and procure to be kept secret and confidential all Confidential Information (“**Confidential Information**” means the provisions of the Contract and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of the Contract.) disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Supplier.
2. The obligations of confidentiality in this Condition X do not extend to any Confidential Information which the Customer can show:
  - (a) is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under the Contract; or
  - (b) was in its written records prior to entering into the Contract and not subject to any confidentiality obligations; or
  - (c) was or is disclosed to it by a third party entitled to do so; or
  - (d) the parties agree in writing is not Confidential Information or may be disclosed; or
  - (e) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
3. The Customer shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of the Supplier.

**XI. TERMINATION**

1. The Supplier may immediately terminate the Contract without payment of compensation or other damages caused to the Customer solely by such termination by giving notice in writing to the Customer if any one of the following events happens:
  - (a) the Customer fails to pay any sum payable under the Contract within seven (7) days of its due date;
  - (b) the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy;
  - (c) the Customer commits a material breach of its obligations under the Contract which is capable of remedy and fails to remedy it or persists in such breach after thirty (30) days of having been required in writing to remedy or desist;
  - (d) the Customer:
    - (i) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

- (ii) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);
  - (iii) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;
  - (iv) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;
  - (v) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;
  - (vi) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;
  - (vii) has any distress, execution or sequestration or other such process levied or enforced on any of its assets; or
  - (viii) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Condition XI.1(d); and/or
- (e) the Customer ceases, or appears in the reasonable opinion of the Supplier likely or is threatening to cease, to carry on all or a substantial part of its business.

## **XII. CONSEQUENCES OF TERMINATION**

1. The termination of the Contract will be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
2. On termination of the Contract for any reason whatsoever:
  - (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - (b) subject to Condition XII.1, the relationship of the parties will cease save as (and to the extent) expressly provided for in this Condition XII.2;
  - (c) any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
  - (d) the Customer shall immediately return to the Supplier (or, if the Supplier so requests by notice in writing, destroy) all of the Supplier's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information;

## **XIII. MISCELLANEOUS**

1. The place from which our delivery originates shall be deemed to be the place of performance.
2. All disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.
3. The Contract, these Conditions and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with the Law of England and Wales.
4. No person who is not a party to the Contract (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Contract.

5. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
6. Entire Agreement
  - (a) The Contract contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter.
  - (b) The parties acknowledge that the Contract has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in the Contract.
  - (c) Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had in relation to them.
  - (d) All warranties and conditions, terms and conditions not set out in the Contract whether implied by statute or otherwise are excluded to the extent permitted by law.
  - (e) Nothing in this Condition XIII.6 will exclude any liability in respect of misrepresentations made fraudulently.
7. Precedence  
In the event of a conflict between the Supplier's acknowledgment of order and these Conditions, the Supplier's acknowledgment of order shall take precedence.
8. Waiver  
The rights and remedies of either party in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of the Contract shall be in writing. The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
9. Severability of Provisions  
If at any time any part of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.
10. Notices
  - (a) Any notices sent under the Contract must be in writing.
  - (b) Notices may be served by personal delivery, registered postal service or normal mail. The notices shall be deemed to have been delivered on the third business day after posting in case of registered postal service and on the fifth business day after posting in case of normal mail.
11. The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible. References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Contract.
12. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.

**SCHAEFFLER**



**The Barden Corporation (UK) Ltd.**