

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

The Buyer's attention is drawn to the limitations of liability contained in these Conditions and in particular to the provisions of Clauses 5, 8.3, 14 and 15 below.

1 DEFINITIONS

In these Conditions:

- 1.1 "Park Signalling" means Park Signalling Ltd (registered in England under number 03895736) whose registered office is at Unit 307, Houldsworth Mill Business Centre, Houldsworth Street, Reddish, Stockport, SK5 6DA ("Park Signalling").
- 1.2 "Buyer" means any person or persons, firm or firms, company or companies, authority or authorities who shall order or buy the Services.
- 1.3 "Clause" means a clause of these Conditions.
- 1.4 "Contract" means any particular individual contract for the supply of Services by Park Signalling to the Buyer.
- 1.5 "Deliverables" means all Documents and other goods and materials that Park Signalling has agreed to provide to the Buyer as part of the Services.
- 1.6 "Document" includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- 1.7 "Fees" means Park Signalling's fees for the Services as indicated in Clause 7 and the Offer Letter.
- 1.8 "Goods" means goods forming part of the Deliverables.
- 1.9 "Intellectual Property Rights" means patents, registered and unregistered trademarks, registered designs, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, confidential information, business names, brand names, copyright and rights in the nature of copyright and design rights and get up, know how, domain names, inventions, service marks, and database rights and like rights wherever situated in the world.
- 1.10 "Offer Letter" means the letter for Park Signalling offering to undertake Services, which letter refers to the Proposal and these Conditions and which letter forms part of the Contract between the Parties.

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

- 1.11 "Order" means an order placed for the Services.
- 1.12 "Party" means Park Signalling or the Buyer.
- 1.13 "Pre-existing Materials" means all Documents, information and materials provided by Park Signalling relating to the Services which existed prior to the commencement of the Contract.
- 1.14 "Proposal" means the proposal for services sent by Park Signalling to the Buyer.
- 1.15 "Services" means the services and materials to be provided by the Park Signalling under the Contract and such further services as Park Signalling provides pursuant to that contract.
- 1.16 "Third Party" means a company, person, partnership or other undertaking other than a Party.
- 1.17 Reference to any statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.18 To the extent of any conflict between the Offer Letter and these Conditions, the Offer Letter shall prevail. To the extent of any conflict between the Proposal and these Conditions, the Proposal shall prevail. To the extent of any conflict between the Offer Letter and the Proposal, the Offer Letter shall prevail.
- 1.19 "VAT" means value added tax chargeable under English law for the time being and any similar additional or replacement tax.
- 1.20 In these Conditions:
- a) the headings are for convenience only and shall not affect the interpretation of these Conditions;
 - b) the use of the plural shall include the singular and the use of the singular shall include the plural;
 - c) where the words **include(s)**, **including** or **in particular** are used, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them;
 - d) references to the masculine, feminine or neuter genders shall include each and every gender.

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

2 APPLICABILITY OF TERMS AND CONDITIONS

- 2.1 The provisions in these Conditions shall apply to any Contract between Park Signalling and the Buyer arising from any Proposal or Offer Letter referring to these Conditions.
- 2.2 These Conditions shall prevail over any contract provisions which the Buyer may purport to apply whether in correspondence or under a purchase order, letter of intent, confirmation of order or similar document, and any implied from a course of dealing.
- 2.3 The offer contained in any Offer Letter submitted by Park Signalling shall be valid for a period of thirty (30) days from the date of the Offer Letter, unless a different period is specified in the Offer Letter.
- 2.4 The copyright and other Intellectual Property Rights in the Offer Letter and the Proposal shall at all times belong to Park Signalling. The Buyer shall not make copies of the Offer Letter or the Proposal save with the prior consent of Park Signalling granted in writing or by e-mail. The Buyer shall treat the contents of the Offer Letter and the Proposal as Confidential Information of Park Signalling pursuant to the provisions of clause 13 below.

3 APPOINTMENT AND DURATION

- 3.1 The Buyer hereby appoints Park Signalling to provide the Services to the Buyer on the terms and conditions of these Conditions.
- 3.2 The Contract shall continue until the Services are completed unless the Contract is terminated earlier in accordance with Clause 16.

4 PARK SIGNALLING'S OBLIGATIONS

Park Signalling shall provide the Services with the reasonable skill and care as may reasonably be expected of consultants with appropriate skill and experience of providing services of a similar scope, type, nature and complexity to the Services.

5 BUYER'S OBLIGATIONS

- 5.1 The Buyer shall provide in a timely manner any calculation, determination, facilities, assistance, Documents, information, specifications, materials and access to personnel and facilities (i) as may be specified in this Contract or (ii) which Park Signalling may reasonably require for the performance of the Services. The Buyer shall ensure that the foregoing is accurate in all material respects, unambiguous, legible and that it meets the Buyer's requirements. The Buyer shall pay Park Signalling any additional charges arising from errors or delays in providing any of the foregoing.

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

- 5.2 Park Signalling shall not be liable for any loss, damages, costs or expenses incurred or suffered by the Customer arising (directly or indirectly) from any inaccuracy, ambiguity or illegibility of the Buyer Provided Information.
- 5.3 The Buyer shall be responsible for obtaining and maintaining all necessary licences and consents as may be required for the performance of the Services, unless and to the extent (if any) Park Signalling has indicated to the contrary in the Offer Letter.
- 5.4 Any indication by Park Signalling as to the cost of the Services or as to any aspect of the performance or delivery of the Services is made by Park Signalling on the basis of the assumptions indicated in the Proposal or the Offer Letter. The Buyer shall promptly inform Park Signalling if any of these assumptions are incorrect.

6 CHANGED OR ADDITIONAL SERVICES

Either Party may request a change to the scope or execution of the Services. Park Signalling has no obligation to perform any changed or additional services unless and until the Parties have agreed the necessary variations to its Fees, the Services, and any other relevant terms of the Contract to take account of the change and the Contract has been varied in accordance with Clause 18. Notwithstanding the previous sentence and of Clause 18 below, where Park Signalling does undertake any variation at the written or verbal request of the Buyer, the Buyer shall be liable to pay for that variation in accordance with Park Signalling's standard charges for time and materials from time to time prevailing.

7 FEES

- 7.1 The fees will be a charge for the time and materials in accordance with Park Signalling's standard rate from time to time prevailing for time and materials (including the cost of any sub-contractors engaged by Park Signalling) to provide the Service. Materials and sub-contracted work shall be charged at the cost of acquiring them plus a mark-up. The mark-up will be as specified in the Proposal or the Offer Letter, and if none is so specified then twenty per cent (20%).
- 7.2 Park Signalling shall notify the Buyer of any significant changes to any estimates previously provided for time or materials.
- 7.3 Save as expressly stated otherwise by Park Signalling in writing, prices are quoted by Park Signalling exclusive of Value Added Tax or customs duties, which Park Signalling shall add to the invoice (and which the Buyer shall be liable to pay for) at the appropriate prevailing rate.

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

8 PAYMENT

- 8.1 In consideration of the provision of the Services by Park Signalling, the Buyer shall pay to Park Signalling the Fees.
- 8.2 Park Signalling shall be entitled to invoice the Buyer for payment and to submit an invoice to the Buyer on a monthly basis (for work done in the previous month) save as indicated to the contrary in the Proposal or the Offer Letter.
- 8.3 Where any acceptance of Deliverables is to be undertaken by the Buyer then:
- a) the Buyer shall raise any query for any defect, shortage, damage or loss regarding a Deliverable which is apparent on visual inspection within three working days unless a contrary period is expressly stated in the Proposal or the Offer Letter;
 - b) where the Buyer fails to raise any queries within the time period indicated in Clause 8.3(a), Park Signalling may deem acceptance of the relevant Deliverable to have occurred and raise any invoice accordingly;
 - c) the Buyer shall in any event not unreasonably withhold or delay any acceptance of a Deliverable;
 - d) where there has been any acceptance of a Deliverable on behalf of the Buyer that acceptance shall be taken as unconditional acceptance of that Deliverable on behalf of the Buyer (and without limitation to the foregoing where the technical representative of the Buyer has accepted a Deliverable, that acceptance shall be deemed to have occurred unconditionally on behalf of the Buyer (including without limitation on behalf of all commercial representatives of the Buyer)); and
 - e) notwithstanding any queries raised by or on behalf of the Buyer, where the Buyer uses, or puts into operational service, any Deliverables then acceptance shall be deemed to have occurred in respect of the Deliverables that have been used or put into operational service.
- 8.4 Where, before Park Signalling may issue an invoice the Buyer is required to take an action and the Buyer fails to undertake that action within the number of days specified in the Contract or where none is so specified the Buyer fails to undertake that action within a reasonable time, Park Signalling shall be entitled to issue that invoice in any event.
- 8.5 The Buyer shall pay Park Signalling's invoice in full within thirty (30) days of the date of Park Signalling's invoice.

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

- 8.6 All sums payable under the Contract shall be paid by the Buyer in full without deduction, withholding, set-off or counterclaim save as may be required by law.
- 8.7 If Park Signalling does not receive a payment or part of a payment by the due date, then without prejudice to Park Signalling's other rights or remedies:
- (a) Park Signalling shall be entitled to charge the Buyer simple interest on any sums paid late pursuant to the Contract from the due date until the date of payment. Such interest shall be calculated on a daily basis at the rate of four per cent (4%) above the base lending rate of Barclays Bank plc from time to time prevailing, as well after as before any judgment;
 - (b) Park Signalling shall have the right to suspend performance of the Services until the Buyer pays all monies due; and
 - (c) Park Signalling shall be entitled to require payment in full in advance for all other monies due under the Contract before performing the remainder of the Services.

9 TIMESCALES

Any estimate or indication by Park Signalling as to the number of man days or time required by Park Signalling to undertake a specific task and any date for delivery shall be construed as being an estimate only. Park Signalling shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature suffered or incurred by the Buyer where such estimate or indication is incorrect.

10 PROPERTY IN DELIVERABLES

Risk of damage to or loss of the Deliverables shall pass to the Buyer at the time at which the Deliverables are ready for unloading by or on behalf of the Buyer. Notwithstanding delivery and the passing of risk in the Deliverables, the property in the Deliverables shall not pass to the Buyer until Park Signalling has received payment in full for the Deliverables.

11 HEALTH AND SAFETY AT WORK

- 11.1 Park Signalling shall comply with applicable health and safety legislation. To the extent required by law, Park Signalling will supply safety data sheets and other information regarding the health and safety attributes of the Deliverables.
- 11.2 The Buyer shall comply with applicable health and safety legislation.

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

- 11.3 The Buyer shall ensure that all information provided or made available by Park Signalling to the Buyer concerning the use, handling, processing, storage or transportation of the Goods (hereinafter the "Use of the Goods"), including all information concerning any risks to health or safety to which the Use of the Goods may give rise and any conditions necessary to ensure that the Use of the Goods will be without risks to health, shall be brought to the attention of all employees and consultants of the Buyer and others involved in the use of the Goods. The Buyer undertakes further to impose a similar requirement upon any Third Party to whom the Goods are sold or supplied.
- 11.4 The Buyer shall promptly inform Park Signalling of any incident of which the Buyer becomes aware in which the use of the Goods injures or gives rise to risks to the health or safety of any person.
- 11.5 The Buyer is solely responsible for satisfying the Buyer as to the suitability of the Deliverables for any particular purpose and the Buyer shall rely solely on the Buyer's own skill and judgment and not Park Signalling's in determining such suitability.
- 11.6 The Buyer shall keep Park Signalling fully and effectually indemnified from and against all costs, claims, liabilities and demands relating to or arising from any breach by the Buyer of the Contract and from any results produced by the Deliverables or the use to which they may be put and also in respect of any loss, damage, expense or injury sustained by any Third Party howsoever caused where such loss, damage, expense or injury arises out of the Deliverables (including without limitation arising out of a defect in the Deliverables).

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Buyer acknowledges and agrees that all Intellectual Property Rights and all other rights in the Services, the Deliverables and the Pre-existing Materials shall vest in and shall be and remain the sole and exclusive property of Park Signalling.
- 12.2 Park Signalling licenses all such rights to the Buyer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Buyer to make reasonable use of the Deliverables and the Services in relation to the Project.

13 CONFIDENTIALITY

- 13.1 Each Party agrees with the other in respect of all information of the other Party of a confidential nature disclosed pursuant to the Contract or discovered further to the operation of these Conditions (which includes without limitation in the case of information belonging to Park Signalling information as to the operation of the business of Park Signalling and

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

information relating to the source code and structure of the Software) (the “Confidential Information”):

- a) to keep the Confidential Information in strict confidence and secrecy;
- b) not to use the Confidential Information save for complying with its obligations under the Contract;
- c) not to disclose the same to a Third Party;
- d) to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees and others who of necessity need the same in the performance of their duties as envisaged by these Conditions and in such circumstances to ensure that such employees and others are aware of the confidential nature of the Confidential Information, and to use its reasonable endeavours to enforce that duty of confidence in respect of those employees and others;

provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under the Contract) then the foregoing obligations of confidentiality in respect of such part shall not apply or shall cease to apply (as the case may be).

13.2 This obligation of confidentiality shall survive any termination of the Contract.

13.3 Each recipient Party shall within 14 days of receipt of a written request from the disclosing Party, return to the disclosing Party or (if requested) destroy all originals and copies of documents (in any form) containing or reflecting any Confidential Information.

14 LIABILITY AND INSURANCE

14.1 Save as expressly provided in these Conditions or in any individual Contract, all terms, conditions and warranties implied by statute, common law or otherwise howsoever arising are excluded to the fullest extent permitted by law. The Buyer is solely responsible for satisfying itself and others as to the suitability of the Goods for any particular purpose and the Buyer acknowledges that it is relying solely on the Buyer's own skill and judgment and not Park Signalling's in determining such suitability. Park Signalling's only warranty is that the Services shall be supplied with reasonable skill and care and that Goods when supplied are substantially in accordance with the Specification, as further provided for in Clause 4 above and Clause 15 below.

14.2 Park Signalling's charges to the Buyer are determined on the basis of the exclusions from and limitations of liability contained in this Contract. The Buyer expressly agrees that these

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

exclusions and limitations are reasonable because of (amongst other matters) the possibility that the amount of damages awardable to the Buyer for a breach by Park Signalling of a Contract may be disproportionately greater than the monies payable for the Services.

14.3 The following provisions in this Clause 14 set out Park Signalling's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Buyer in respect of:

- a) a breach of Park Signalling's contractual obligations;
- b) a tortious act or omission for which Park Signalling is liable;
- c) an action arising out of a misrepresentation made by or on behalf of Park Signalling;

arising in connection with the performance or contemplated performance of this Contract or out of an act done or omission made as a consequence of the entry into by Park Signalling of this Contract.

14.4 The total liability which Park Signalling shall owe to the Buyer and in respect of all claims shall not exceed an amount equal to five hundred thousand pounds (£500,000).

14.5 Park Signalling shall in no circumstances be liable to the Buyer for any pure economic loss, loss of profit, loss of business and like loss. Park Signalling shall in no circumstances be liable to the Buyer for any indirect loss.

14.6 The Buyer shall only be entitled to bring a claim against Park Signalling where the Buyer issues legal proceedings against Park Signalling within the period of twenty four (24) months commencing on the date upon which the Goods are despatched by Park Signalling.

14.7 The exclusions from and limitations of liability referred to in this Clause 14 do not apply so as to exclude or limit Park Signalling's liability for:

- a) death or personal injury resulting from the negligence of Park Signalling, its servants or agents;
- b) damage for which Park Signalling is liable to the Buyer under Part I of the Consumer Protection Act 1987 and where the Buyer acts as a consumer pursuant to that Act; or
- c) breach of Park Signalling's implied undertaking as to title to the Goods contained in Section 12 of the Sale Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

save that nothing in this Clause 14 shall confer a right or remedy upon the Buyer to which the Buyer would not otherwise be entitled.

14.8 The exclusions from and limitations of liability set out in this Clause 14 shall be considered severably. The validity or unenforceability of any one part of this Clause 14 shall not affect the validity or enforceability of any other part of this Clause 14.

14.9 The provisions of this Clause 14 shall survive the termination of this Contract.

15 WARRANTY

15.1 Park Signalling warrants that:

- a) the Services shall be carried out with reasonable skill and care;
- b) any Goods will operate substantially in accordance with any specification referred to in the Proposal, Offer Letter or otherwise agreed in writing between the Parties save that where the supplier of a component used in the Goods provides a lesser guarantee than Park Signalling's guarantee in respect of that component is solely to use its reasonable endeavours to pass on that lesser guarantee to the Buyer;
- c) any Goods shall be free from defects in materials and workmanship for six months from the date of date delivery;

All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

15.2 Park Signalling shall not be liable under this guarantee or otherwise for any use of the Goods by the Buyer (or any Third Party) outside the use for which the Specification was originally written.

15.3 Where the Goods are pre-packaged goods that are sold on by Park Signalling in the same packaging as they are bought by Park Signalling, then in place of Clauses 15.1 and 15.2 above, Park Signalling's only obligation shall be to use its reasonable endeavours to pass on to the Buyer the warranties given to Park Signalling by the seller of the Goods to Park Signalling. Such pre-packaged Goods include without limitation the "Safetrack" range of goods and computer equipment supplied by Park Signalling.

15.4 Park Signalling may make any improvement to the Goods at any time prior to dispatch and without giving any notice to the Buyer.

16 SUSPENSION AND TERMINATION

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

- 16.1 For the purposes of this Clause 16, a "Termination Event" means where:
- a) the Buyer makes any voluntary arrangement with its creditors or (being an individual (or in the case of a partnership, any partner) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or has an administrator or administrative receiver appointed over the whole or any part of its assets; or
 - b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - c) the Buyer ceases, or threatens to cease, to carry on business; or
 - d) any event takes place in any jurisdiction other than England which is analogous to any of the above under this Clause 16.1; or
 - e) the Buyer is in breach of any material provision of this Contract (including any late or non-payment of any sums payable hereunder) and fails to remedy such breach within thirty (30) days of a notice from Park Signalling indicating the breach and requiring the Buyer to remedy the same.
- 16.2 Where a Termination Event occurs then, without prejudice to any other right or remedy available to Park Signalling, Park Signalling shall be entitled to suspend any further deliveries under the Contract.
- 16.3 Where a Termination Event occurs and if any Deliverables have been delivered but not paid for, the price for those Deliverables and any Service connected with them shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 16.4 At any time after a Termination Event occurs and whether the Deliverables have been delivered or not, Park Signalling may, without prejudice to any other right or remedy, terminate the Contract with immediate effect by written notice so to do.
- 16.5 Any termination of a Contract shall be without prejudice to the antecedent rights and remedies of the Parties.
- 16.6 On termination of a Contract the following Clauses shall survive and continue in full force and effect: Clauses 1, 2, 5, 7, 8, 9, 10, 11, 12, 13, 14, 19, 22, 23, 25, 26 and 27.

17 FORCE MAJEURE

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

- 17.1 In this Clause 17, "Force Majeure Event" means an event beyond the reasonable control of the Party claiming the benefit of the Clause (including its sub-contractors) including act of God, war, riot, civil commotion, compliance with a law or governmental order, rule, regulation or direction, fire, flood, storm, riot, strike or other industrial action (including strike or other industrial action by the employees of the Party claiming the benefit of this Clause), failure by any statutory undertaker, utility company, local authority or like body to provide services, any failure, shortage or significant price increase of power, fuel, raw material or transport.
- 17.2 A Party shall not be in breach of a Contract, nor liable for any failure or delay in performance of any obligations under a Contract to the extent that the same arises from a Force Majeure Event.
- 17.3 The Party seeking to take advantage of this Clause 17 shall:
- a) give the other Party notice as soon as reasonably practicable of the said Force Majeure Event; and
 - b) use and continue to use its reasonable endeavours to overcome the said Force Majeure Event and to minimise the effect of the Force Majeure Event.

18 VARIATION

All variations to the Deliverable or Services to be supplied pursuant to any Contract or to these Conditions shall be valid only if made in writing and signed by both Parties. Notwithstanding the previous sentence, where Park Signalling acts on a request for such a variation which is made orally or by e-mail by or on behalf of the Buyer, Park Signalling shall be entitled to levy a reasonable and proper charge for the work done in respect of that variation.

19 WAIVER

Save in respect of a waiver granted in writing, the failure of Park Signalling at any time to enforce a provision of this Contract shall not be deemed a waiver of such provision or of any other provision of this Contract or of Park Signalling's right thereafter to enforce that or any other provision of this Contract.

20 SEVERABILITY

If a provision in this Contract is determined by a Court or tribunal of a competent jurisdiction to be wholly or partly unenforceable for any reason:

- a) such unenforceability shall not affect the rest of this Contract; and

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

- b) the parties shall in good faith amend and if necessary novate this Contract to reflect as near as may be the spirit and intention behind such unenforceable provision or provisions so that the same comply with the laws of that jurisdiction.

21 ENTIRE AGREEMENT

21.1 These Conditions, the Offer Letter and the Proposal form the Contract and constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of these Conditions, the Offer Letter or the Proposal.

21.2 The Buyer acknowledges that in entering into the Contract, it has not relied upon any representation made by or on behalf of Park Signalling save to the extent that any such representation is set forth in writing and expressly included in the Contract. Nevertheless nothing in a Contract shall be taken to exclude Park Signalling's liability for a fraudulent misrepresentation made by Park Signalling.

22 PUBLICATIONS

All descriptions, illustrations and information contained in (i) Park Signalling's catalogues, price lists, web site, advertising matter and other publications and (ii) labels attached or affixed to Park Signalling's containers and packaging or any other collateral item relating to the Goods shall be regarded as approximate only and are to present merely a general idea of the goods described in them and shall not form part of the Contract or be deemed to import any warranty regarding the Goods.

23 ASSIGNABILITY

The Buyer shall not be entitled to assign the benefit or burden of the whole or any part of any Contract without the prior written consent of Park Signalling. Park Signalling may subcontract the performance of its obligations as it sees fit, provided always that Park Signalling shall remain responsible for the acts and omissions of its subcontractors.

24 STATUS

Nothing in these Conditions shall create any joint venture, agency or partnership between Park Signalling and the Buyer.

25 THIRD PARTY RIGHTS

A person who is not a Party to a Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of that Contract.

Park Signalling Limited
General Conditions For The Supply Of Services, 2013 Edition

26 NOTICES

26.1 Any notice to be given pursuant to these Conditions shall be in writing and may be served and if so served shall be sufficiently served if:

(a) sent by pre-paid first class post or express air mail post; or

(b) facsimile; or

(c) delivered by hand;

and shall in the case of delivery by first class post be deemed to have been delivered two Business Days after the letter was posted, in the case of delivery by express air mail class post be deemed to have been delivered five Business Days after the letter was posted, in the case of delivery by facsimile the day after the error free fax transmission record was received or if delivered by hand on the day of delivery.

26.2 The address for notices for each Party is as set out in these Conditions or as may be notified by a Party from time to time.

26.3 In this Clause 26 "Business Day" means a day other than a day which is a Saturday, Sunday or a public holiday in either England or the country in which the Buyer is situated.

27 PROPER LAW

A Contract shall be construed and take effect in accordance with the laws of England. The Parties hereby accept the non-exclusive jurisdiction of the English Courts in connection with any dispute relating to the formation, construction or performance of any Contract.