



# WINDER POWER

## ENERGY DELIVERED

### WINDER POWER LIMITED - STANDARD TERMS AND CONDITIONS OF SALE (the "Conditions")

1. In these Conditions, the following terms shall have the following meanings:
  - 1.1 **"Confidential Information"** means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of Winder for the time being confidential to Winder and trade secrets including, without limitation, technical data and know-how relating to the business of Winder or any of its suppliers, clients, customers, agents, distributors, shareholders or management, whether or not such information (if in anything other than oral form) is marked confidential;
  - 1.2 **"Contract"** means the contract between Winder and the Customer for the sale and purchase of the Goods in accordance with these Conditions;
  - 1.3 **"Customer"** means the person entering into the contract with Winder;
  - 1.4 **"Director"** means a director on the board of directors of Winder as appointed from time to time;
  - 1.5 **"Goods"** means the goods, services or materials (or any part of them) as set out in the Order;
  - 1.6 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trade marks and services marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and right to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
  - 1.7 **"Insolvency Situation"** means a party (i) enters into liquidation, (ii) a receiver, liquidator, administrator, trustee or an individual with a similar role is appointed over any of its assets or (iii) proposes to make any arrangement with its creditors or goes into liquidation;
  - 1.8 **"Order"** means the Customer's written acceptance of Winder's Quotation;
  - 1.9 **"Price"** means the price to be paid by the Customer to Winder for the Goods as set out in the Order;
  - 1.10 **"Quotation"** means the price quoted by Winder to the Customer for the Goods;
  - 1.11 **"Site"** means the Customer's premises or any other premises to which the Customer asks Winder to deliver and/or supply Goods;
  - 1.12 **"Specification"** means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and Winder; and
  - 1.13 **"Winder"** means Winder Power Limited with company number 05446559 and having its registered office at Grangefield House, Richardshaw Road, Pudsey, Leeds, West Yorkshire LS28 6QS.
2. **Basis of Contract**
  - 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
  - 2.2 The Conditions extend to the supply of services as well as Goods, and, in particular, apply to contract works executed away from Winder whether on the Customer's premises or elsewhere.
  - 2.3 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions and must be provided within 30 days of the date of the Quotation. The Customer must ensure that the terms of the Order submitted by the Customer are complete and accurate.
  - 2.4 The Order shall only be deemed to be accepted when Winder issues a written acceptance of the Order, at which point the Contract shall come into existence.
  - 2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given on behalf of Winder which is not set out in the Contract.
  - 2.6 In the Contract and all future contracts between Winder and the Customer these Conditions shall be deemed to be incorporated except to the extent that they may be expressly varied in writing by Winder. No other condition or terms whatsoever whether oral or written regardless of the date or dates upon which they were sent or exhibited by the Customer shall affect or vary these Conditions and/or the terms or conditions upon which the Contract is made. For the avoidance of doubt Winder shall not be deemed to accept such other conditions nor to waive any of these Conditions by failing to object to provisions contained in any purchase order or any communication from the Customer.
  - 2.7 Any drawings, dimensions, weights or advertising produced by Winder must be taken to be approximate and do not form part of the Contract. All extras and accessories ordered but not specified in Winder's offer will be charged for separately as will the costs of all alterations, additions and other work undertaken at the expense of the Customer.
  - 2.8 A Quotation shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.
  - 2.9 No representative, agent or salesman who is not a Director of Winder has any authority to amend or waive any of these Conditions or other provisions of the Contract.
  - 2.10 Unless previously agreed in writing by a Director of Winder and the Customer, Winder shall not be liable or bound by the terms and conditions of a main contract or head contract imposed by a third party.
  - 2.11 Any information supplied by Winder concerning the location and other matters in respect of goods and equipment offered for sale by Winder but which are not Winder's property is given on the understanding that the Customer will not make a direct approach to purchase the goods and equipment through the owners but will purchase them through Winder.
  - 2.12 Acceptance of delivery of the Goods will be deemed conclusive evidence of the Customer's acceptance of these Conditions.
3. **Limits of Contract**
  - 3.1 The Order must be accompanied by sufficient information to enable Winder to proceed with the Order, otherwise Winder shall be at liberty to amend the Price to cover any increased costs in labour or materials required to provide the Goods.
  - 3.2 Winder will make every effort to execute all Orders for the Price but reserves the right to raise the Price in the event of any increase in Winder's costs that may take place between the date of the Order and the date such Goods are ready for delivery.
  - 3.3 Any samples submitted to the Customer and not returned to Winder within one month from the date of receipt shall be invoiced by Winder and paid for by the Customer in accordance with clause 13.



# WINDER POWER

## ENERGY DELIVERED

- 3.4 The Customer shall not assign or transfer his rights under the Contract to any third party without prior consent in writing of Winder.
- 3.5 Winder's products are carefully inspected and submitted to standard tests (as outlined in the Quotation) at its works before dispatch. If additional tests are required or if the Customer wishes that any test to which the Goods are to be subjected take place in the presence of the Customer, Winder shall give the Customer seven days' notice of when any tests are due to take place. In the event of the failure of the Customer or his representative to attend at the date and time specified by Winder, the tests shall proceed in their absence entirely without prejudice to the additional fee that may be payable in respect of those tests.
4. **Goods**
- 4.1 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Winder against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Winder in connection with any claim made against Winder for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Winder's use of the Specification. This clause 4.1 shall survive termination of the Contract.
- 4.2 Winder reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements or if any such amendment would not materially affect the quality or performance of the Goods.
5. **Delivery**
- 5.1 Except where otherwise stated Goods are deemed delivered when ready for collection at Winder's premises.
- 5.2 Goods sold loaded at site will be dispatched according to the Customer's instructions and shall be deemed to be at the Customer's risk from the commencement of loading.
- 5.3 Goods sold delivered (rather than ex works) will be dispatched by any means of transport at Winder's option unless otherwise agreed in writing. All unloading and demurrage charges which may be incurred will be charged to the Customer. It is an implied condition of the Contract that where Winder sells Goods delivered to the Customer's premises or site that adequate facilities exist for so doing by road and/or rail and for unloading.
- 5.4 Any packing or protection of the Goods shall be at the discretion of Winder. All such packing will be charged to the Customer unless it is specifically included in the Price. Credit will be given to Customers within the United Kingdom in respect of Goods returned carriage paid in good condition to Winder or as directed by Winder within 14 days of delivery.
- 5.5 All prices quoted are ex works unless otherwise specified in Winder's Quotation.
- 5.6 The Customer shall be solely responsible for the proper unloading of the Goods. If Winder assists the Customer to remove Goods from the point of delivery in such circumstances neither Winder nor any subcontractor of Winder shall have any liability whatsoever for loss or damage to the Goods or other property of the Customer or any third party and the Customer shall indemnify Winder with respect thereof.
- 5.7 Winder reserves the right to make delivery by installments, unless otherwise expressly agreed in writing. The period during which delivery by installments may be made and the quantity of Goods delivered in each installment shall be at Winder's discretion.
- 5.8 Where Goods are delivered in installments, each delivery shall constitute a separate Contract and failure by Winder to deliver any one or more of the installments or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the Contract as repudiated.
- 5.9 Where Winder is to carry out work at the Site, the Customer shall indemnify Winder against all loss or damage to equipment, materials or goods which Winder brings onto the site in order to carry out its work under the Contract.
6. **Time for Delivery**
- 6.1 Delivery times where given will be approximate and shall commence on the date of the Order; under no circumstances shall delivery times be or be capable of being made of the essence of the contract.
- 6.2 Winder will not be liable for any loss, damage, injury or expense whether direct or indirect which may be suffered by the Customer by reason of late delivery of the Goods howsoever caused.
- 6.3 If Winder does not receive payment of the Price (or relevant part thereof) within 14 days of notification that the Goods are available for dispatch Winder shall be at liberty to arrange storage either at Winder's premises or elsewhere at the Customer's risk and charge for storage insurance and demurrage at the rate of 2% of the Price per month or part month from the date of notification that the Goods are available for dispatch until actual dispatch.
7. **Failure to Take Delivery**
- 7.1 If Goods manufactured to the Order are ready for delivery and the Customer fails to take delivery at the time required by the Contract Winder shall be entitled:
- 7.1.1 to invoice such Goods forthwith; and
- 7.1.2 to charge at rates giving an economic return for the handling and storage of such Goods, and for their insurance, from the date of invoice to the date when the Customer takes delivery or Winder disposes of the same.
- 7.2 If the Customer fails to take delivery within thirty days of date of invoice it shall be deemed to have repudiated the Contract and without prejudice to any other right which it may have against the Customer, Winder shall be entitled to resell the Goods.
8. **Loss or Damage in Transit**
- 8.1 In the event of loss or damage to the Goods in transit from any cause whatsoever (including causes which might be held to involve fundamental breach of contract) the liability of Winder shall be limited (at Winder's option) to replacing or repairing the Goods or refunding the Price or part of the Price.
- 8.2 Winder shall not be liable for any such damage as is referred to in paragraph 8.1 above unless Winder and the carriers are notified of such damage or loss within 7 days of delivery. It is the responsibility of the Customer to examine the Goods immediately on receipt.
9. **Guarantee**
- 9.1 Subject to clause 9.4, Winder warrants that on delivery and for a period of 12 months (or, in the case of capacitors, for a period of 3 months) from the date of delivery ("**Warranty Period**") the Goods shall:
- 9.1.1 conform in all material respects with their description and any applicable Specification;



# WINDER POWER

ENERGY DELIVERED

- 9.1.2 be free from material defects in design, material and workmanship; and
- 9.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 9.2 Subject to clause 9.4, if:
- 9.2.1 the fault was present at the date of supply of installation;
- 9.2.2 the fault has not been caused or aggravated by subsequent misuse, neglect, damage or otherwise by the Customer (and in particular by any alteration or attempted repairs not authorised in writing by Winder);
- 9.2.3 the Customer gives notice in writing to Winder promptly and at the latest within 7 days of the discovery that some or all of the Goods do not comply with the warranty set out in clause 9.1;
- 9.2.4 Winder is given a reasonable opportunity of examining such Goods; and
- 9.2.5 the Customer (if asked to do so by Winder) returns such Goods to Winder's premises at its own risk and cost,
- Winder shall, at its own cost, rectify the fault and will if, at Winder's sole discretion, it deems it necessary, replace the Goods or the faulty part. Where such a fault has been aggravated by the Customer in accordance with 9.2.2, Winder may at its discretion rectify the fault, replace the Goods or the faulty part subject to a payment of a contribution towards the cost from the Customer.
- 9.3 Winder shall not be liable for the Goods' failure to comply with the warranty set out in clause 9.1 in any of the following events:
- 9.3.1 the Customer fails to carry out or chooses not to carry out or have carried out any testing recommended by the Winder of the Goods, whether or not such testing would incur a charge in addition to the Price;
- 9.3.2 the Customer makes any further use of such Goods after giving notice in accordance with clause 9.2;
- 9.3.3 the defect arises because the Customer failed to follow Winder's oral or written instructions as to the storage, commissioning, installation, testing, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 9.3.4 the defect arises as a result of Winder following any drawing, design or Specification supplied by the Customer;
- 9.3.5 the Customer alters or repairs such Goods without the written consent of Winder;
- 9.3.6 the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
- 9.3.7 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 9.4 Except as provided in this clause 9, Winder shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 9.1.
- 9.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.6 Engine driven generating sets, electronic components and engine repairs do not carry any warranty unless specifically given in writing.
- 9.7 No guarantee is given in respect of Goods not manufactured, rebuilt or reconditioned by Winder. In such cases the Customer must satisfy itself that the Goods will meet its requirements and rely on the manufacturer's guarantee where available.
- 9.8 Except by special arrangement, no guarantee is given for Goods exported or works executed outside the mainland of Great Britain, but where faults arise in such cases Winder may at its discretion apply clause 9.1 and in such cases the Customer must return the Goods at his own cost and risk after first obtaining the agreement of Winder in writing.
- 9.9 Any damages claimed in accordance with this clause 9 shall not exceed the price charged by Winder for the faulty equipment or work.
- 9.10 Where Goods are sold and the Customer is responsible for installation, testing and commissioning, the Customer shall carry out such testing and/or commissioning in accordance with the appropriate standards and codes of practice current at the time of commissioning and/or testing, or alternatively, as specified by Winder from time to time. To the extent that a fault is due to inadequate installation, testing or commissioning by the Customer, Winder shall not be liable for the fault or any losses arising as a result.
10. **Limitation of Liability**
- 10.1 The terms implied by sections 13-15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.2 Nothing in these Conditions shall limit or exclude Winder's liability for:
- 10.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents of subcontractors (as applicable);
- 10.2.2 fraud or fraudulent misrepresentation;
- 10.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Sale and Supply of Goods and Services Act 1982;
- 10.2.4 defective products under the Consumer Protection Act 1987; or
- 10.2.5 any matter in respect of which it would be unlawful for Winder to exclude or restrict liability.
- 10.3 Subject to clause 10.2, Winder shall under no circumstances whatsoever be liable to the Customer (pursuant to an indemnity or otherwise), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss (including at all times, without limitation, economic loss, loss of business, depletion of goodwill or similar), howsoever caused arising under or in the Contract.
- 10.4 Subject to clause 10.2, Winder's total liability to the Customer (pursuant to an indemnity or otherwise) in respect of all other losses arising or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price stipulated in the Order under which the liability has arisen.
11. **Cancellation and Variation by the Customer**
- 11.1 Orders accepted by Winder cannot be varied or cancelled without Winder's written consent. Winder reserves the right to make charges to cover overheads, profit and direct costs incurred by Winder to the date of cancellation or to cover any amendments to the specification or otherwise of the Goods ordered as requested by the Customer.



# WINDER POWER

ENERGY DELIVERED

## 12. Cancellation by Winder

- 12.1 In the event of a Force Majeure Event, if Winder decides it to be unreasonable or uneconomical to deliver the whole or any part of an Order, Winder may give notice in writing to the Customer to cancel the Order or any undelivered balance of the Order without liability. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme weather conditions, or default of suppliers or subcontractors.
- 12.2 In the event of cancellation under this clause the Customer shall not be entitled to make any claim arising from such cancellation other than a refund (without interest) of any advance payment made or a reasonable proportion thereof in respect of the cancellation of part of such order as the case may be.

## 13. Payment

- 13.1 Unless otherwise agreed in writing payment of the Price set out in the Order shall be made:
- 13.1.1 net cash with the Order; or
- 13.1.2 if agreed by the parties in writing, within 30 days from the date of the invoice.
- 13.2 Risk in the Goods shall pass to the Customer on completion of delivery or deemed delivery in accordance with clause 5.1 of the Goods and thereupon the Customer shall be responsible for insurance of the Goods.
- 13.3 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in the Goods shall not pass to the Customer until Winder has received in cash or cleared funds in full payment of the Price of the Goods together with payment for all other goods agreed to be sold by Winder to the Customer for which payment is then due, together with any interest or other sums payable under the Contract and any other contract.
- 13.4 Until such time as title in the Goods passes to the Customer, the Customer shall hold the Goods as Winder's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected, insured and identified as Winder's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to Winder for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 13.5 Until such time as title in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) Winder shall be entitled at any time to require the Customer to deliver up the Goods to Winder and, if the Customer fails to do so, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 13.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Winder, but if the Customer does so all monies owing by the Customer to Winder shall (without prejudice to any other right or remedy of Winder) become due and payable.
- 13.7 Winder shall have a general lien on all goods and property of the Customer in its possession until payment is made in full and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as Winder thinks fit and apply any proceeds towards such debts.
- 13.8 No disputes as to quality or performance of the Goods or services shall entitle the Customer to delay payment, make a deduction or set off against any payment due, unless Winder shall agree in writing liability thereon in an agreed sum.
- 13.9 In the event of the Customer failing to comply with Winder's terms of payment, Winder (without prejudice to any legal rights of action) reserves the right without notice to discontinue the provision to the Customer of any further Goods.
- 13.10 When delivery of the Goods is made by installments, Winder may invoice the Customer for each installment separately.
- 13.11 All prices exclude VAT. Where applicable VAT will be added to invoices at the appropriate rate prevailing at the time of raising the invoice.
- 13.12 Winder reserves the right at any time before proceeding or proceeding further with an Order to demand full or partial payment of monies due and payable under the Contract and under any other contract between Winder and the Customer.
- 13.13 If the Customer defaults on any payment to Winder, Winder may, in addition to exercising the right contained in the above, suspend work, delay or withhold delivery or cancel the Contract or suspend work, delay or withhold delivery under or cancel any other contract between Winder and the Customer and retain any progress payments or payments on account already received under the Contract or under any other contract between Winder and the Customer.
- 13.14 Winder reserves the right to charge interest at annual rate of four percent above the Barclay's Bank base rate from time to time on all overdue monies.
- 13.15 All rights and remedies afforded to Winder in these Conditions for non-payment shall be in addition and without prejudice to all other rights and remedies available to Winder under the Contract or at law.

## 14. Return

- 14.1 Goods may only be returned with the prior agreement in writing of Winder. Any Goods returned without the prior agreement of Winder will be returned to the Customer and a charge for handling (not exceeding 10% of the current selling price of the Goods) plus all carriage costs will be made.

## 15. Termination

- 15.1 Winder may terminate this Contract or cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Winder without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due if the Customer:
- 15.1.1 commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within a period of 10 (ten) Business Days after receipt of notice in writing requiring it to do so;



# WINDER POWER

## ENERGY DELIVERED

- 15.1.2 either party may immediately terminate this Agreement by written notice if the other party stops trading or is in a position whereby it cannot pay its debts and/or an Insolvency Situation arises;
- 15.1.3 or the equivalent of any of the above occurs to the Customer under the jurisdiction to which the Customer is subject; or
- 15.1.4 Winder reasonable believes that one of the above circumstances is about to occur.
- 15.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
16. **Intellectual Property Rights**
- 16.1 No right or licence is granted to the Customer in respect of the Intellectual Property Rights of Winder, except the right to use, or re-sell the Goods in the Customer's ordinary course of business.
- 16.2 If any claim is made against the Customer alleging that Goods infringe any Intellectual Property Rights of a third party then:
- 16.2.1 the Customer shall forthwith notify Winder with full particulars; and
- 16.2.2 Winder or its suppliers or licensors (as case may be) shall be at liberty at its own expense to conduct all negotiations and/or litigation in respect thereof and (if necessary) in the name of the Customer; and
- 16.2.3 except pursuant to a final award, the Customer shall not pay or accept any such claim or compromise any proceedings without the consent of Winder (which shall not be unreasonably withheld or delayed).
- 16.3 If as a result of such negotiations or litigation, the Customer shall be unable to use the Goods substantially for purpose for which they were bought, Winder shall (except where clause 15 above applies) take them back and refund the price thereof and such refund shall be in full satisfaction of all claims by the Customer against Winder.
- 16.4 The Customer shall indemnify Winder against all actions, costs, (including cost of defending legal proceedings) claims, proceedings and demands in respect of any infringement or alleged infringement by Winder of any Intellectual Property Rights attributable to Winder complying with any special instructions from or requirements of the Customer relating to the Goods.
17. **Notice**
- 17.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or fax.
- 17.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.1; if sent by pre-paid first class post or recorded delivery, 48 hours after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or immediately upon receipt of confirmation of delivery if sent by fax.
- 17.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
18. **Entire Agreement**
- 18.1 This Contract constitutes the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Contract. Each party acknowledges that it has not relied upon any warranty, representation, statement or understanding other than those expressly set out in this Contract.
- 18.2 Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.
19. **Survival of Provisions**
- 19.1 The expiration or determination of this Contract, howsoever arising, shall be without prejudice to any provisions of the Contract (including these Conditions) which are to have effect after the date of expiration or determination.
20. **Variation and Waiver**
- 20.1 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Winder.
- 20.2 No failure to exercise or delay in exercising any right or remedy provided under this Contract or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.
- 20.3 No single or partial exercise of any right or remedy under this Contract shall prevent or restrict the further exercise of that or any other right or remedy.
21. **English Law**
- 21.1 Unless otherwise agreed in writing the Contract shall in all respects be construed and operate as an English contract and in conformity with English Law.
- 21.2 Winder and the Customer hereby irrevocably agree to submit to the exclusive jurisdiction of the English Courts.