

Key Terms & Conditions

Corinium Cast Stone Ltd

These Terms and Conditions may only be varied with the written agreement of Corinium Cast Stone Ltd (from here onward to be referred to as CCSL). These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by CCSL to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document.

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following words shall have the following meanings:

"Agreement" means the agreement between CCSL and the Customer incorporating either:-

1. The Agreement for the Supply of Goods and/or Services and these Terms and Conditions (including any relevant Purchase Order); or
 2. The Framework Agreement for the Supply of Goods and/or Services, these Terms and Conditions (including any relevant Purchase Order), and the order acknowledgement form; or
 3. These Terms and Conditions (including any relevant Purchase Order) and a Material Transfer Agreement.
- "Background IPR" means rights in any Intellectual Property, excluding Foreground IPR, owned or controlled by any party arising before commencement of the Services and/or provision of the Goods, or in parallel independently of the Services and/or Goods, which is necessary for carrying out the Services and/or provision of the Goods. "Confidential Information" means any information given to or obtained by CCSL from the Customer, or by the Customer from CCSL, under the Agreement, the disclosure of which would constitute an actionable breach of confidence, which has either been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, goods/services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998. "CCSL" shall mean Corinium Cast Stone Ltd. "Customer" means the person or persons to whom the Agreement is issued. Where the Customer consists of more than one person, the obligations of those persons in respect of the Agreement shall be joint and several. "Foreground IPR" means rights in any Intellectual Property obtained, found, produced, devised, developed, or made during or generated in the course of the carrying out of the Services and/or providing the Goods. "Goods" means the goods to be supplied by CCSL as detailed in the Purchase Order or by CCSL in any other form, including but not limited to email, telephone, letter and fax. "Information" has the meaning given under section 84 of FOIA. "Intellectual Property" means any copyright, design right, trademark, trade name, know-how, patentable invention for the purposes of the Patents Act 1977, database right for the purposes of the Copyright and Rights in Databases Regulations 1997, and all intellectual property, including Technical Information, the rights to which are protectable by law; and "Intellectual Property Rights" and "PR" shall mean any rights in Intellectual Property.

"Parties" means CCSL and the Customer.

"Price" means the charges, taxes and disbursements specified by CCSL in either the Agreement for the Supply of Goods and/or Services or the order acknowledgement form.

"Purchase Order" means the purchase order containing details relating to the supply of Goods and/or Services under the Agreement.

"Services" means the services to be supplied by CCSL to the Customer as specified in the Agreement.

"Technical Information" means and includes inventions, discoveries (and applications thereof), biological substances, organisms and materials (whether patentable or not), designs, drawings, techniques, processes, formulae, reports, specifications, practices, procedures, instructions, software and other technical information and data of any kind in whatever form.

"Terms and Conditions" means the CCSL Standard Terms and Conditions for the Supply of Goods and Services.

"VAT" means UK value added tax.

1.2 Clause headings shall not affect the interpretation of these Terms and Conditions.

1.3 Unless the context otherwise requires, references in these Terms and Conditions:

- 1.3.1 to "person" or "third party" include any individual, company, corporation, firm, partnership, joint venture, association, organization, institution, trust or agency, whether or not having a separate legal personality;
- 1.3.2 to one gender include all genders, and reference to singular include the plural and vice versa;
- 1.3.3 to any statute, statutory provision or regulation, are references to that statute, statutory provision or regulation, as from time to time amended, extended or re-enacted.

2. The Goods and Services

2.1 CCSL agrees to provide the Goods and/or Services to the Customer in accordance with the Agreement.

2.2 In carrying out the Services CCSL undertakes to the Customer that it shall use its reasonable endeavors to undertake the Services in accordance with good scientific practice and within the time period agreed between the Parties and at all times exercising reasonable skill and care.

2.3 Nothing in the Agreement implies that CCSL will provide the Goods and/or Services or services of this type for the Customer exclusively.

2.4 All materials and items of equipment which are to be supplied by the Customer to CCSL for the purpose of the Services shall be delivered, assembled, maintained, dismantled and collected upon termination or expiry of the Agreement or at CCSL's request, at the Customer's cost and in accordance with the requirements of the CCSL staff responsible for the Services.

2.5 Risk in any materials or items of equipment supplied by the Customer to CCSL shall remain with the Customer at all times. All equipment and other accessories (except those owned and provided by the Customer) and all materials obtained by CCSL and/or used for the purposes of the Services shall remain the property of CCSL.

2.6 If the Services involve the Customer's employees attending CCSL's premises, the Customer shall remain responsible for their salaries and other associated costs. The Customer will ensure that such employees are informed of the provisions of the Official Secrets Act and agree to abide by its provisions. The Customer will procure that such employees comply with all security, health and safety, and other relevant procedures whilst on CCSL premises. CCSL may at any time at its absolute discretion refuse to accept or continue to accept any particular employee of the Customer on its premises. CCSL is under no obligation to allow the Customer's employees to witness the Services being carried out.

2.7 No order for the supply of Goods and/or Services is binding on CCSL unless and until it has been accepted by CCSL in writing.

2.8 Time shall not be of the essence in relation to the provision of the Goods and/or Services by CCSL to the Customer.

Web Based Services

2.9 Any web based services offered by CCSL are provided (in addition to these terms) subject to CCSL's website terms and conditions of use at www.coriniumcaststone.co.uk. In the event of any conflict between these terms and the website terms, these terms shall prevail.

2.10 A single user license allows unlimited access in terms of time but the licence is personal to the user and multiple users require multiple licences. User IDs and passwords are to be considered Confidential Information and, for the avoidance of doubt, Clauses 12.2 and 12.3 apply in relation to the use and disclosure of any such passwords or IDs.

3. Deliveries and Packaging

3.1 Delivery of the Goods shall be at the time and date and in the manner specified by CCSL or as otherwise agreed with the Customer.

3.2 Time of delivery shall not be of the essence. Stated delivery times are an estimate only and, subject to the other provisions of the Agreement, CCSL will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods nor will any delay entitle the Customer to terminate or rescind the Agreement.

3.3 If the Customer refuses or fails to take delivery of the Goods within the Customer's normal working hours on the date of delivery, or if CCSL is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licenses or authorizations, CCSL may store the Goods and the Customer shall in addition to the price payable pay all related costs and expenses (including without limitation, the costs for storage and insurance) and additional delivery costs incurred by CCSL and if the Customer fails to take delivery of or to collect the Goods (as appropriate) after fourteen (14) days following the date of delivery, CCSL may rescind the Agreement and sell the Goods to a third party if possible or recover damages.

3.4 CCSL shall use its reasonable endeavors to comply with the reasonable requests made by the Customer to postpone delivery of the Goods but shall be under no obligation to do so.

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3.5 If Goods are delivered in instalments, each delivery shall constitute a separate Agreement. Any failure by CCSL to deliver or any claim by the Customer in respect of any one or more of the instalments in accordance with this Agreement shall not entitle the Customer to treat the Agreement as a whole as repudiated.

3.6 CCSL reserve the right to change the batch of the Goods at any time and Goods may be delivered which originate from one or more different batches.

3.7 CCSL reserves the right, at its sole option, to cancel or withhold the delivery of any Goods and/or Services, (whether in whole or in part):

- 3.7.1 until receipt of satisfactory credit reference in respect of any Customer; and/or
 - 3.7.2 where the supply of such Goods and/or Services would exceed any credit limit which CCSL may, in its absolute discretion, have granted to the Customer; or
 - 3.7.3 the Customer is in breach of any of the terms of the Agreement.
- 3.8 Packaging supplied by CCSL, unless otherwise expressly agreed in writing, is intended to provide adequate protection in normal conditions of transit of expected duration.

3.9 Due to the nature of the Goods to be supplied, the Customer shall be responsible for ensuring the Goods are kept in adequate storage conditions once delivered in accordance with this clause, including but not limited to protecting the Goods against the effects of humidity or water damage.

4. Risk and Title

4.1 Unless stated otherwise, risk in the Goods shall pass to the Customer (the Customer is then responsible for all loss or deterioration of the Goods or for any damage occurring) upon delivery in accordance with clause 3.

4.2 Title to the Goods shall remain with CCSL until any and all sums due or payable by the Customer to CCSL, under this Agreement or under any other contract between the Customer and CCSL is made in full and cleared funds.

5. Defects Apparent on Inspection

5.1 The Customer shall only be entitled to claim in relation to defects in the Goods as supplied which are apparent on visual inspection if the Customer inspects the Goods and a written complaint specifying the defect is made to CCSL within seven (7) days of delivery, and CCSL is given an opportunity to inspect the Goods and investigate any complaint before any use of or alteration to or interference with the Goods.

5.2 If a complaint is not made to CCSL in accordance with this clause 5, the Goods shall be deemed to be in all respects in accordance with the Agreement (subject only to clause 6) and the Customer shall be bound to pay the Price for such Goods.

6. Defects not Apparent on Inspection

6.1 The Customer shall only be entitled to claim in respect of defects in the Goods supplied which are not apparent on visual inspection at the time of delivery if:

- 6.1.1 a written complaint is sent to CCSL as soon as reasonably practicable after the defect is discovered and subsequently no use is made of the Goods or alteration or interference made to or with the Goods before CCSL is given the opportunity to inspect the Goods in accordance with clause 6.4 below; and
- 6.1.2 the complaint is sent within 30 days of the date of delivery of the Goods.

6.2 The Customer shall not be entitled to claim in respect of any defect arising by reason of fair wear and tear or damage due to accident, neglect or misuse, nor in respect of any Goods to which alterations have been made without CCSL's consent.

6.3 CCSL shall not be liable for (and the Customer shall indemnify and keep indemnified CCSL against) any and all claims whatsoever arising from loss or damage suffered by reason of use of the Goods after the Customer becomes aware of any defect or after circumstances have occurred which should reasonably have indicated to the Customer the existence of a defect.

6.4 CCSL may within fifteen (15) days of receiving a written complaint in accordance with clauses 5.1 or 6.1 (or twenty-eight (28) days where the Goods are situated outside the UK) inspect the Goods and the Customer if so required by CCSL shall take all reasonable steps necessary to enable it to do so (including delivery of such Goods to CCSL at CCSL's request at the Customer's cost). For the avoidance of doubt, no Goods should be returned to CCSL without CCSL's prior consent.

7. Defects

7.1 If the Goods delivered under this Agreement are found by CCSL to be defective CCSL will following delivery (at CCSL's request) of such defective Goods to CCSL by the Customer, following return of the defective Goods to CCSL, at its sole option, either:

- 7.1.1 supply satisfactory substitute Goods free of cost and within a reasonable time; or
- 7.1.2 repay the Price of the Goods in respect of which the complaint has been made.

8. Specifications

8.1 The Customer shall indemnify and keep indemnified CCSL from and against any and all actions, claims, costs, liabilities and proceedings which arise due to the manufacture of the Goods by CCSL being in accordance with specifications provided by the Customer if such specifications are inaccurate or contain defects or if they infringe or are alleged to infringe any patent, copyright, design right, registered design or any other third party intellectual property rights.

8.2 CCSL does not guarantee suitability of materials or design of Goods made especially to the Customer's requirements even if the purpose for which the Goods are acquired is known to CCSL.

8.3 All Goods must be used strictly in accordance with the instructions, recommendations and specifications (if any) of CCSL.

8.4 CCSL accepts no liability for any losses arising due to:

- 8.4.1 any use of the Goods which is not in accordance with any such instructions referred to in clause 8.3 above; or
- 8.4.2 any use of the Goods for a purpose, which has not been specified by CCSL.

8.5 Without prejudice to the generality of the foregoing, all recommendations and advice given by or on behalf of CCSL as to the methods of storage or use of the Goods and the suitability of using such Goods in manufacturing processes or in conjunction with any other materials are given without liability on the part of CCSL.

9. Warranties and Indemnities

9.1 The Customer shall provide CCSL, in a timely manner, with all such information and materials as are necessary for CCSL to carry out the Services and/or provide the Goods in accordance with this Agreement and the Customer warrants that all information provided by it or on its behalf to CCSL will be accurate. The Customer further warrants that it will give CCSL written notice of any hazards, known or suspected, by the Customer that might potentially arise in the use of such materials or information.

9.2 The Customer warrants that it has the necessary rights and is entitled to use or disclose for the purposes of the Services all Intellectual Property licensed by it to CCSL for the purposes of carrying out the Services.

9.3 The Customer warrants that they shall not, without CCSL's prior written consent, for one year following the termination or expiry of this Agreement solicit or entice away from CCSL or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of CCSL in the provision of the Services and/or Goods.

9.4 The Customer warrants that they have obtained all necessary licenses, approvals, permits or authorities required in relation to the Goods and/or Services and the Customer accepts full responsibility and liability in respect of any failure to obtain such permissions.

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10. Indemnity

10.1 The Customer shall indemnify and keep indemnified on a full and unqualified basis CCSL and the Crown against any and all actions, claims, demands, costs, charges and/or expenses arising out of any loss or damage incurred by the reason of any infringement or alleged infringement:-

- **10.1.1** by the Customer of any Intellectual Property right in relation to the Goods and/or Services; and
- **10.1.2** by CCSL in relation to any Intellectual Property licensed by the Customer to CCSL in relation to the Goods and/or Services.

10.2 In the circumstances in which CCSL supplies Goods to the Customer for incorporation with, or use ancillary to, any composite or other products to be produced, manufactured, processed or supplied by the Customer or a third party then the Customer shall indemnify and keep indemnified CCSL against any and all actions, claims, demands, liabilities, loss, damages, costs and expenses (including legal expenses and disbursements) which CCSL may incur if any claim(s) are made against CCSL, pursuant to the Consumer Protection Act 1987 or otherwise, relating to the composite or other products in circumstances in which the Goods supplied by CCSL are either:

- **10.2.1** not the defective part of the composite or other product; or
- **10.2.2** are only rendered the defective part or became a defective product by reason of acts or omissions of the Customer or a third party; or
- **10.2.3** are only rendered the defective part or became a defective product by reason of instructions or warnings given by the Customer or other supplier of the composite or other products; or
- **10.2.4** are supplied in accordance with a specification furnished by, or on behalf of, the Customer.

10.3 For the purpose of clause 10.2 only, the word "defective" shall be interpreted in accordance with the definition of "defect" contained in Part 1 of the Consumer Protection Act 1987.

11. Liability and Insurance

11.1 Subject to clauses 10.1 and 12.3 and except in the case of personal injury (including death) caused by the negligent or willful act or omission of either party, or of any servant or agent of either party, the aggregate liability of either party to the other arising out of any breach or breaches of the Agreement shall not exceed the sum of £100,000.

11.2 In the event of any breach or breaches of the Agreement by CCSL, CCSL or the Crown shall not be liable to the Customer in respect of any resulting:

- **11.2.1** any loss of profit, business, revenue, goodwill or anticipated savings; or
- **11.2.2** any indirect or consequential loss or damage.

11.3 The Customer shall be liable to CCSL for any claim made against CCSL or the Secretary of State as a result of any tort committed by the Customer's employees or agents whilst on CCSL premises.

11.4 If CCSL's performance of its obligations under this Agreement is prevented or delayed by any act of omission of the Customer, its agents, sub-contractors or employees, CCSL shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

11.5 The Customer shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of the Customer's indemnities, compensation obligations or liabilities to third parties in respect of the Goods and/or Services under the Agreement and in any event to provide cover of a minimum of £5,000,000 per claim and shall at the request of CCSL produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due thereunder.

12. Confidentiality, Freedom of Information and Data Protection

12.1 Subject to clauses 12.4 and 14, CCSL shall not without the Customer's written consent disclose to any person other than the Customer or use otherwise than for the purpose of carrying out the Services and/or providing the Goods:-

- **12.1.1** the nature of the Services and/or Goods or the results obtained; or
- **12.1.2** any secret or Confidential Information before or up to five years after the date of the Agreement concerning the Services and/or Goods or relating to any products or operations of the Customer providing that the information:
 1. is acquired from the Customer or is specific to the Customer's business; and
 2. has not been developed or generated independently by CCSL; or
 3. has not been in CCSL's possession prior to acquisition from the Customer; or
 4. is not in the public domain at the time of disclosure to CCSL, or at any time after its disclosure to CCSL, through no breach of the Agreement by CCSL; or
 5. is not required to be disclosed pursuant to any court order or statutory or other legal requirement.

12.2 The Customer shall not without the CCSL's written consent disclose to any person other than CCSL any secret or Confidential Information before or after the date of the Agreement providing that the information:

- **12.2.1** has not been developed or generated independently by the Customer; or
- **12.2.2** has not been in the Customer's possession prior to acquisition; or
- **12.2.3** is not in the public domain at the time of disclosure through no breach of the Agreement by the Customer;

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or

- **12.2.4** is not required to be disclosed pursuant to any court order or statutory or other legal requirement.
- 12.3** The Customer shall indemnify and keep indemnified on a full and unqualified basis CCSL and the Crown against any and all actions, claims, demands, costs, charges and/or expenses arising out of any loss or damage incurred by the reason of any infringement by the Customer of clause 12.2.

12.4 The Customer acknowledges that CCSL are subject to legal duties which may require the release of information under FOIA and/or EIR and that CCSL may be under an obligation to provide Information on request. Such Information may include matters relating to, arising out of or under this Agreement.

12.5 To the extent that CCSL get access to any personal data from the Customer or during the provision of the Services (where personal data is defined in the Data Protection Act 1998) the Customer agrees that CCSL act as a data processor (as defined in the Data Protection Act 1998) for such personal data. The Customer authorises CCSL to appoint sub-contractors as further data processors on their behalf provided that such further data processors are engaged on terms providing no less protection than those set out in this clause.

12.6 CCSL will process such personal data only in accordance with this Agreement and the Customer's reasonable instructions and will take steps to ensure the reliability of those of CCSL's employees who are used to process such personal data.

12.7 CCSL warrant that they have appropriate technical and organisational processes and procedures in place to safeguard against any unauthorized or unlawful processing and against accidental loss or destruction of or damage to such personal data.

13. Invoicing and Payment Terms

13.1 Payments of the Price shall be made within 30 days of receipt of a valid VAT invoice. Payment shall be made in £ sterling. All cheques, drafts or other payment instructions should be drawn on a bank trading in the UK.

13.2 All bank charges associated with payments made by the Customer for the Goods and/or Services (such as, by way of example only, charges levied on payments from overseas) shall be payable by the Customer.

13.3 All sums due from the Customer to CCSL which are not paid on the due date (without prejudice to the rights of CCSL under the Agreement) shall bear compounded interest at the rate of 4% over the daily base rate of the Bank of England.

13.4 Time shall be of the essence in relation to payments by the Customer to CCSL under the Agreement.

14. National Audit Office Access

For a period of not less than 3 years after the completion of the Services and/or provision of the Goods or, where relevant, the termination of the Agreement, the Customer shall retain in its possession all records and documentation relating to the Goods and/or Services. CCSL may require the Customer to permit the Comptroller and Auditor General to examine such documents as he may reasonably require for the purposes of the National Audit Act 1983 which are in the possession, custody or control of the Customer, and to produce such oral and/or written explanations as CCSL or the Comptroller and Auditor General considers necessary. This clause does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Customer under section 6(3)(d) and 6(5) of the National Audit Act 1983.

15. Corrupt gifts and payments

The Customer shall not offer or give, or agree to give, to any employee or representative of CCSL any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or from having done or refrained from having done, any act in relation to the obtaining or execution of this or any other agreement with CCSL or for showing or refraining from showing favor or disfavor to any person in relation to this or any such agreement. The attention of the Customer is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.

16. Publication

The results of the Services may be freely published by the Customer, but the Customer will not make any reference to CCSL or the Secretary of State without obtaining prior approval in writing of both CCSL and the Secretary of State in their individual capacities, which approval shall not be unreasonably withheld.

17. Intellectual Property Rights

17.1 Subject to any third party rights other than those created by virtue of the Agreement, to the extent that the provision of the Goods and/or Services results in the creation of any Foreground IPR such Foreground IPR shall vest in the Secretary of State, or as to copyright in the Crown. CCSL shall grant to the Customer a non-exclusive license to use the Foreground IPR for the purposes of the Customer in the direct field of application for which the Goods and/or Services were carried out. The exact terms of any license will be agreed through good faith negotiations

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between CCSL and the Customer.

17.2 The Customer grants to CCSL a royalty free, non-exclusive license for the term of the Agreement to use any Intellectual Property supplied by them to CCSL for the purposes of carrying out the Services and/or supplying the Goods.

17.3 Ownership or title to any Background IPR shall not be affected by these Terms and Conditions or by the Agreement.

18. Force Majeure

CCSL shall be under no liability for any failure to perform any of its obligations under the Agreement if and to the extent that the failure is caused by act of God, war, riots, civil commotions, strikes, lock-outs, trade disputes, fires, breakdowns, interruptions of transport, governmental action or restriction, shortages of labour or materials or breakdown of machinery, delay in delivery by CCSL's suppliers or any other cause whatsoever (whether or not similar to the foregoing) outside the control of CCSL.

19. Termination

19.1 The Agreement may be terminated by CCSL on giving three months written notice.

19.2 Either party may terminate the Agreement immediately by written notice given to the other where:

- **19.2.1** that other party commits a breach of the Agreement which the party serving the notice reasonably considers is not capable of remedy; or
- **19.2.2** that other party has continued in any breach of the Agreement for more than 30 days after being warned in writing of such breach.

19.3 CCSL may terminate the Agreement immediately by written notice to the Customer if:-

- **19.3.1** the Customer is a company, and the company passes a resolution or the court makes an order that it should be wound up or that an administrator be appointed, or if the Customer makes a composition or an arrangement with its creditors, or if a receiver or manager or administrator on behalf of a creditor is appointed, or if circumstances arise which entitle the court or a creditor to appoint a receiver, manager or administrator or which entitle the court to make a winding up order; or
- **19.3.2** the Customer being an individual at any time becomes bankrupt, or has a receiving order made against him or her or makes any composition or arrangement with or for the benefit of his or her creditors, or purports to do so; or
- **19.3.3** the Customer is a partnership and any partner thereof at any time becomes bankrupt, or has a receiving order made against him or her, or any partner or the partnership makes any composition or arrangement with or for the benefit of their creditors, or purports to do so.

19.4 If the Customer does not make payments in accordance with clause 13 above CCSL reserves the right to cease the supply of Goods and/or Services and/or withhold the results of the Services and, if it thinks fit, to terminate the Agreement immediately by written notice given to the Customer.

20. Effect of termination

20.1 Termination of the Agreement shall not affect any obligation or liability of any Party which has accrued at the date of termination.

20.2 Except for clauses 8, 9, 10, 11, 12, 13, 14, 16, 20, 24, 26, 27, 28 and except in respect of any other accrued rights, neither party shall be under any further obligation to the other.

20.3 CCSL may, during the term of the Agreement and upon termination of the Agreement, set off against any debt owed by the Customer to CCSL or the Secretary of State, or the amount of loss and/or damage CCSL have reasonably assessed as resulting from the termination of the Agreement, any sums otherwise due to the Customer.

21. Assignment and sub-contracting

21.1 The Customer shall not assign or sub-contract the Agreement or any part of it without the prior consent of CCSL in writing, such consent not to be unreasonably withheld.

21.2 The Secretary of State and/or CCSL may at any time, on reasonable notice in writing to the Customer, transfer or assign all or any rights and/or obligations under the Agreement.

21.3 CCSL shall be free to subcontract or otherwise deal with the whole or any part of the Goods and/or Services.

22. Waiver, variation and representations

22.1 No delay by CCSL in enforcing or expressing any right, either arising out of the Agreement or any right in respect of any breach of the Agreement by the Customer, shall constitute a waiver of such right.

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22.2 No waiver by CCSL of any breach of the Customer's obligations shall constitute a waiver of any other prior or subsequent breach.

22.3 Any variation of any provision of the Agreement must be effected in writing and issued by CCSL. No purported variation by any other means shall bind the CCSL.

22.4 No statement in any publication issued by CCSL constitutes a term of the Agreement, nor a representation in reliance upon which the Agreement has been entered into.

23. Legal Relationship

23.1 Nothing in the Agreement shall be construed so as to create a partnership or joint venture between the parties or have the effect of making any employee of the Customer a servant of CCSL or the Crown or of making any official of CCSL an employee or servant of the Customer.

23.2 Neither of the Parties shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

24. Severability

If any part of the Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remainder of the Agreement.

25. Notices

Any notices to be given under the Agreement shall be in writing and sent to the relevant address or addresses set out in the Agreement by hand, electronic mail transmission, facsimile or prepaid post. Such notices shall be deemed to be received at once if sent by facsimile or electronic mail transmission and if sent by prepaid first class post within the United Kingdom shall be deemed to be served on the second business day after posting. If a notice is sent to or from abroad by prepaid mail it shall be deemed to be served on the fifth business day after posting.

26. Dispute resolution

26.1 CCSL and the Customer shall in good faith attempt to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement.

26.2 If any such dispute cannot be resolved in accordance with condition 26.1, the dispute may, by agreement between CCSL and the Customer, be referred to mediation in accordance with condition 26.3

26.3 The procedure for any such mediation shall be as follows:

- **26.3.1** A neutral person ("the Mediator") shall be chosen by agreement between CCSL and the Customer, alternatively, either party may within 14 days from the date of the proposal to appoint a mediator, or within 14 days of notice to either party that the chosen mediator is unable or unwilling to act, apply to the Centre for Dispute Resolution ("CEDR") to appoint a mediator.
- **26.3.2** CCSL and the Customer shall within 14 days of the appointment of the Mediator meet with him or her to agree a timetable for the exchange of all relevant and necessary information and the procedure to be adopted for the mediation. If appropriate, CCSL and the Customer may at any stage seek from CEDR guidance on a suitable procedure.
- **26.3.3** Unless otherwise agreed, all negotiations and proceedings in the mediation connected with the dispute shall be conducted in strict confidence and shall be without prejudice to the rights of the Parties in any future proceedings.
- **26.3.4** If CCSL and the Customer reach agreement on the resolution of the dispute, that agreement shall be set out in writing and shall be binding upon CCSL and the Customer.
- **26.3.5** Failing agreement, either CCSL or the Customer may invite the Mediator to provide a non-binding but informative opinion in writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the dispute without the prior written consent of CCSL and the Customer.

26.4 For a period of sixty days from the date of the appointment of the Mediator, or such other period as CCSL and the Customer may agree, neither of the Parties to the dispute may commence any proceedings in relation to the matters referred to the Mediator.

27. Third Party Rights

A person who is not a party to the Agreement (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these conditions. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

28. Jurisdiction and governing law

The Agreement is subject to English law and to the exclusive jurisdiction of the courts of England and Wales.

Further Terms are available upon request or you can find these for download on our website www.coriniumcaststone.co.uk