



ROCKALL
SAFETY

Terms & Conditions

1. DEFINED TERMS

1.1 In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in the are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Force Majeure Event: has the meaning given in clause 14.

Goods: the goods (or any part of them) set out in the Order.

Order: The Customer's order for the Goods and/or the Services, being the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation as the case may be.

Services: the services (if any) supplied by the Supplier to the Customer being services relating to the delivery, maintenance, testing, commissioning or calibration of the Goods and any other services agreed by the Supplier and Customer or set out in the Specification.

Specification: any specification for the Goods and/or the Services (including any related plans and drawings) that is provided by the Supplier to the Customer in writing or agreed in writing by the Customer and the Supplier. **Supplier:** Rockall Safety Ltd, Unit 8, Lambourne Crescent, Cardiff Business Park, Llanishen Cardiff. CF14 5GF

1.2 In these Conditions, the following rules of interpretation apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- (d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to writing or written includes faxes and e-mails.

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 Any Order submitted by the Customer constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 Any Order submitted by the Customer shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence. In the case of a quotation which is open for acceptance, the Contract shall come into existence when the Customer notifies the Supplier that it has accepted the quotation, in the form and within the timescales stated in the quotation.
- 2.4 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 by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Suppliers catalogues, website or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 A quotation for the Goods and/ or Services given by the Supplier shall not constitute an offer unless it is expressly stated to be one. Prices stated on a quotation shall only be valid for a period of 20 Business Days from its date of issue unless stated otherwise on the quotation.

3. SUPPLY OF GOODS

- 3.1 The Goods are described by the Supplier catalogue (whether on the website or otherwise, as modified by any applicable Specification).
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the

Supplier 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 professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.

- 3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. SUPPLY OF SERVICES

- 4.1 The Supplier shall use all reasonable endeavors to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 4.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's property, premises, platforms, office accommodation and other facilities as reasonably required by the Supplier to provide the Goods and/or the Services;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Goods and/or the Services, and ensure that such information is accurate in all material respects;
 - (e) prepare the Customer's property, premises, platforms, office accommodation and other facilities for the supply of the Goods and/or the Services;

- (f) obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start, and/or the Goods are to be delivered;
- (g) ensure that neither it nor any of its employee's agents or representatives use the Goods otherwise than in accordance with the Supplier's (or the relevant manufacturer's) instructions; and
- (h) keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's property or premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services and/or provision of Goods until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

6. DELIVERY OF GOODS

6.1 The Supplier shall ensure that

each delivery of the Goods is accompanied by a delivery note which shows the date of the despatch, relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.;

6.2 If the Customer so requests and the Supplier agrees, the Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location).

- 6.3 Any dates quoted for delivery of Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.5 If the Customer fails to take or accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready (or attempting to deliver them as the case may be), then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready (or attempted delivery); and
 - (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 6.6 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 6.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7. **QUALITY**

- 7.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

- (a) conform in all material respects with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by the Supplier.

7.2 Subject to clause 7.3, if:

- (a) the Customer gives notice in writing to the Supplier within a reasonable time of delivery and in any event within 5 Business Days that some or all of the Goods do not comply with the warranty set out in clause 7.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

7.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 7.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;
- (b) the defect arises because the Customer failed to follow the Supplier's or the manufacturers oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises because the Customer or its agents employees or representatives has tampered with the Goods and/or interfered with any seals or protective materials or covers;
- (d) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (e) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (f) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
- (g) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

7.4 Except as provided in this clause 7, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.

7.5 In the event that Goods come with a third party manufacturer's warranty, the Customer should seek to address any breach of that warranty directly with the manufacturer where appropriate.

7.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

s. TITLE TO GOODS AND RISK

8.1 The risk in the Goods shall pass to the Customer on completion of delivery.

8.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods and/or services that the Supplier has supplied to the Customer in respect of which payment has become due.

8.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis for the Supplier;
- (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.2; and
- (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time,

8.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Customers business at full market value with the consent of the Supplier; and
- (b) any such sale shall be a sale of the Supplier's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

- 8.5 Subject to the generality of clause 8.4, in the event of a sale or disposal of the Goods or any part thereof by the Customer prior to the payment in full of the price, the Customer shall be and is hereby appointed trustee in respect of the proceeds of such sale or otherwise thereof, including insurance proceeds and shall keep such proceeds separate from any monies or property of the Customer and third parties holding the same in a fiduciary capacity for the Supplier and accounting to the Supplier therefor.
- 8.6 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9. PRICE AND PAYMENT FOR THE SUPPLY OF GOODS

- 9.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 9.2 The Supplier may, by giving notice to the Customer at any time up to 3 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, [or the Specification]; or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 9.3 Unless stated otherwise in writing by the Supplier the price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 9.4 Unless stated otherwise in writing by the Supplier the price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

- 9.5 Where the Customer has an account with the Supplier it shall pay invoices in respect of Goods in full and in cleared funds within 30 days of the date of the invoice. Where the Customer does not have any account with the Supplier payment for the Goods shall be made in full prior to despatch of the Goods. Payment shall be made to the bank account nominated in writing by the Supplier or by such other means as may be permitted by the Supplier in writing. Time of payment is of the essence.
- 9.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of Scotland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. CHARGES AND PAYMENT FOR THE SUPPLY OF SERVICES

- 10.1 Unless stated otherwise by the Supplier in writing the Charges for the Services shall be on a time and materials basis:
- (a) the Charges shall be calculated in accordance with the Supplier's standard daily fee rates;
 - (b) the Supplier's standard daily fee rates for each individual are calculated on the basis of an eight-hour day;
 - (c) the Supplier shall be entitled to charge an overtime rate over and above the standard daily fee rate on a pro-rata basis, for each part day or for any time worked by individuals whom it engages on the Services outside of normal working hours or in excess of the hours referred to in clause 10.1(b); and
 - (d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

- 10.2 The Supplier reserves the right to increase its standard daily fee rates and if it does so shall provide reasonable notice to the Customer of such increase.
- 10.3 The Supplier shall invoice the Customer within a reasonable time of the Services being provided unless agreed otherwise with the Customer.
- 10.4 The Customer shall pay each invoice submitted by the Supplier in respect of Services:
- (a) within 30 Business Days of the date of the invoice unless the Supplier or the invoice states otherwise; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier or by such other means as the Supplier may agree, and
- time for payment shall be of the essence of the Contract.
- 10.5 The terms of Clauses 9.6, 9.7, 9.8 shall apply to invoices presented to the Customer by the Supplier in relation to Services under Clause 10.3.

11. CUSTOMER'S INSOLVENCY OR INCAPACITY

If the Customer becomes subject to any of the events listed in clause 11.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods and Services delivered to the Customer shall become immediately due.

- 11.2 For the purposes of clause 11.1, the relevant events are:
- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2(a) to clause 11.2(h) (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- (k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

11.3 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.

12. CONFIDENTIALITY

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 12 shall survive termination of the Contract.

13. LIMITATION OF LIABILITY

13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

13.2 Subject to clause 13.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, delict, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier shall have no liability to the extent that any loss, cost or damage is attributable to any Specification or anything else supplied by the Customer; and the Supplier's liability shall be excused if at the time of any claim there is any payment under the contract outstanding by the Customer; and
- (c) the Supplier's liability shall be excused where the defect causing the Customer's loss, damage or expense is attributable to any defect in any part or materials supplied by a third party (but the Supplier shall grant the Customer such rights as it has against that third party); and

- (e) the Supplier shall have no liability to the Customer for fair wear and tear, for loss, destruction or damage of the Goods due to repairs or alterations not carried out by the Supplier or its authorised agents or where such repairs or alterations are carried out without the Supplier's written consent, for any misuse or abuse of the Goods nor for any failure to follow (i) any operating instructions or manual supplied by the Supplier or by the manufacturer or manufacturer's representative in respect of the goods or (ii) any of the Supplier's or manufacturer's oral or written instructions or other technical advice, including, without limitation, any instructions or advice as to the storage, installation, commissioning, testing, operation, repair or maintenance of the Goods or good trade practice.

14. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. 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 adverse weather conditions, or default of suppliers or subcontractors.

15. GENERAL

15.1 Assignment and subcontracting.

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

15.2 Notices.

- (a) 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, fax or e-mail.

- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission,
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance.

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.4 Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.5 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.6 Variation. 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 the Supplier.

15.7 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Scots law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.

The background is a solid teal color with a complex pattern of overlapping, semi-transparent geometric shapes and lines. These shapes include triangles, polygons, and circles, some of which are connected by thin white lines, creating a network-like or molecular structure. The overall effect is a modern, technical, and abstract design.

Rockall Safety Ltd

8 Lambourne Cres, Cardiff CF14 5GF

www.rockallsafety.co.uk

T: 029 2075 9683

E: info@rockallsafety.co.uk

Company Reg No: 03819726 VAT Reg No: GB 165 5532 01