

1 INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

Word	Meaning
"Background IPR"	all intellectual property rights other than Foreground IPR in the Goods or Deliverables or used by Cosworth in the performance of the Services;
"Buyer"	the person(s), firm or company who purchases the Goods and/or the Services from Cosworth;
"Buyer Materials"	any documents or other materials, and any data or other information provided by the Buyer to Cosworth relating to the Goods and/or the Services;
"Conditions"	these terms and conditions of business;
"Cosworth Materials"	any documents or other materials, and any data or other information provided by Cosworth to the Buyer relating to the Goods and/or the Services;
"Cosworth"	The Cosworth group company identified in the Contract or if not otherwise identified Cosworth Limited (Company number 5177945) whose registered office is at The Octagon, St James Mill Road, Northampton, NN5 5RA;
"Contract"	any contract between Cosworth and the Buyer for the sale and purchase of the Goods and/or the supply and purchase of the Services, whether written or oral;
"Deliverable"	any deliverable to be provided by Cosworth to the Buyer in the performance of the Services as specified in the Contract;
"Foreground IPR"	any Intellectual Property Rights created by or on behalf of Cosworth, solely in the performance of the Services for the Buyer and identified in writing as such in the Contract;
"Goods"	any goods agreed in the Contract to be supplied to the Buyer by Cosworth (including any part or parts of them);
"Intellectual Property Rights"	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Services"	any works or services agreed in the Contract to be supplied to the Buyer by Cosworth (including any part or parts of them);

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings shall not affect the construction of these Conditions.

1.5 References to any English legal term for any tax, right, action, remedy, court or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term.

2 APPLICATION OF TERMS

2.1 Subject to any variation under Condition 2.2, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.2 Any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of Cosworth.

2.3 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Cosworth which is not set out in the Contract. Nothing in this Condition shall exclude or limit Cosworth's liability for fraudulent misrepresentation.

2.4 Each order for Goods and/or Services by the Buyer from Cosworth shall be deemed to be an offer by the Buyer to purchase Goods and/or Services subject to these Conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by Cosworth until Cosworth issues a written acknowledgement of order or (if earlier) Cosworth delivers the Goods and/or provides the Services to the Buyer.

2.6 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until Cosworth despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date (provided that Cosworth has not withdrawn it), unless Cosworth and the Buyer agree otherwise.

2.8 No order which has been accepted by Cosworth may be cancelled by the Buyer except with the prior consent in writing of Cosworth and provided that the Buyer indemnifies Cosworth in full against all losses, costs, damages, charges and expenses incurred by Cosworth as a result of the cancellation.

3 DESCRIPTION

3.1 Subject to Condition 10.1, the description of the Goods and/or the Services supplied by Cosworth under the Contract shall be as set out in Cosworth's quotation or as otherwise specified by Cosworth to the Buyer prior to the Buyer placing an order.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Cosworth and any descriptions or illustrations contained in Cosworth's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or the Services described in them and shall not form part of the Contract.

4 DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

4.1 Unless otherwise agreed in writing by Cosworth, delivery of the Goods and/or performance of the Services shall take place at Cosworth's place of business.

- 4.2 The Buyer shall fulfil all of its obligations as set out in the Contract and shall provide all information, instructions and materials that Cosworth may reasonably request in order for Cosworth to deliver the Goods or perform the Services. The Buyer shall take delivery of the Goods within 14 days of Cosworth giving notice that the Goods are ready for delivery.
- 4.3 The Services supplied under the Contract shall be performed by Cosworth in accordance with Cosworth's acknowledgement of order as provided in accordance with Clause 2.5.
- 4.4 Any dates specified by Cosworth for delivery of the Goods and/or performance of the Services are intended to be an estimate and time for delivery and/or performance shall not be of the essence. If no dates are so specified, delivery and/or performance shall be within a reasonable time.
- 4.5 Subject to the other provisions of these Conditions. Cosworth shall not be liable for any losses whatsoever, whether direct, indirect or consequential (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or performance of the Services (even if caused by Cosworth's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.6 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or Cosworth is unable to deliver the Goods on time for any reason due to the Buyer:
- 4.6.1 risk in the Goods shall pass to the Buyer;
 - 4.6.2 the Goods shall be deemed to have been delivered; and
 - 4.6.3 Cosworth may store the Goods until delivery, and the Buyer shall be liable for all related costs and expenses (including without limitation storage and insurance).
- 4.7 If Cosworth delivers to the Buyer a quantity of Goods of up to 2% more or less than the quantity ordered by the Buyer, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such Goods at the pro rata Contract rate.
- 4.8 The quantity of any consignment of Goods as notified by Cosworth to the Buyer as being ready for delivery at Cosworth's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer provides conclusive evidence in writing proving the contrary within 7 days of delivery.
- 4.9 Cosworth may deliver the Goods and/or perform the Services in separate instalments. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 4.10 Cosworth shall not be liable for any non-delivery of Goods and/or non-performance of the Services (even if caused by Cosworth's negligence) unless the Buyer gives written notice to Cosworth within 7 days of the date when the Goods and/or Services would in the ordinary course of events have been delivered/performed that Cosworth did not make the Goods ready for delivery or did not perform the Services.
- 4.11 Any liability of Cosworth for non-delivery of the Goods and/or non-performance of the Services shall be limited to replacing the Goods and/or performing the Services within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods and/or Services.

5 RISK/TITLE IN GOODS

- 5.1 The Goods are at the risk of the Buyer from the time of delivery.
- 5.2 Ownership of the Goods shall not pass to the Buyer until Cosworth has received in full (in cash or cleared funds) all sums due to it in respect of:
- 5.2.1 the Goods; and
 - 5.2.2 all other sums which are or which become due to Cosworth from the Buyer on any account.
- 5.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:
- 5.3.1 hold the Goods on a fiduciary basis as Cosworth's bailee;
 - 5.3.2 store the Goods (at no cost to Cosworth) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Cosworth's property;
 - 5.3.3 maintain the Goods in satisfactory condition insured on Cosworth's behalf for their full price against all risks to the reasonable satisfaction of Cosworth. On request the Buyer shall produce the policy of insurance to Cosworth; and
 - 5.3.4 hold any proceeds of the insurance referred to in Condition 5.3.3 on trust for Cosworth and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 5.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- 5.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value;
 - 5.4.2 any such sale shall be a sale of Cosworth's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale; and
 - 5.4.3 the Buyer shall hold any proceeds of any such sale on trust for Cosworth and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 5.5 The Buyer's right to possession of the Goods shall terminate immediately if:
- 5.5.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - 5.5.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between Cosworth and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - 5.5.3 the Buyer encumbers or in any way charges any of the Goods.
- 5.6 Cosworth shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Cosworth.
- 5.7 The Buyer grants Cosworth, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 5.8 Where Cosworth is unable to determine whether any Goods are the Goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Cosworth to the Buyer in the order in which they were invoiced to the Buyer.

5.9 On termination of the Contract, howsoever caused, Cosworth's (but not the Buyer's) rights contained in this Condition 5 shall remain in effect.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Intellectual Property Rights in any Cosworth Materials shall, unless otherwise agreed in writing between the Buyer and Cosworth, belong to Cosworth, subject only to a licence in favour of the Buyer to use any Cosworth Materials necessary for the purposes of using the Goods or receiving the Services.
- 6.2 The Intellectual Property Rights in any Buyer Materials shall, unless otherwise agreed in writing between the Buyer and Cosworth, belong to the Buyer. The Buyer warrants that any Buyer Materials and their use by Cosworth for the purpose of providing the Goods and/or Services shall not infringe the Intellectual Property Rights of any third party and the Buyer shall indemnify and keep indemnified Cosworth against any loss, damages, costs, expenses or other claims arising from any such infringements.
- 6.3 The Buyer shall obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the use of Buyer Materials in all cases before the date on which Cosworth is to supply the Goods and/or Services.
- 6.4 If Cosworth manufactures the Goods, or applies any process to the Goods, or provides the Services in accordance with a specification or other instructions provided to Cosworth by the Buyer for those purposes, the Buyer shall indemnify and keep indemnified Cosworth against all loss, damage costs and expenses awarded against or incurred by Cosworth in connection with or paid or agreed to be paid by Cosworth in settlement of any claim from any third party whether for infringement of any Intellectual Property Rights of any other person or otherwise which results from Cosworth's use of the same.
- 6.5 All Background IPR and Foreground IPR shall be owned exclusively by Cosworth. Cosworth shall grant to the Buyer a licence to use:
- 6.5.1 the Background IPR in any Goods solely to the extent necessary for the Buyer to sell, use or operate the Goods, but the Buyer shall have no other rights to use any Background IPR; and
- 6.5.2 the Background IPR and Foreground IPR in any Deliverables solely for the purpose specified in the Contract and, if not otherwise specified, solely for the purpose of using the Deliverables in the Buyer's own business and subject thereto the Buyer shall not be permitted to sell, copy, reproduce, develop or otherwise use any of the Foreground IPR in any way whatsoever.
- 6.6 The Buyer shall not make or issue any public announcement or disclose any information regarding the Contract without the prior written consent of Cosworth.

7 CONFIDENTIALITY

- 7.1 Each Party ('Receiving Party') shall keep the confidential information ("Confidential Information") of the other Party ('Supplying Party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the Confidential Information of the Supplying Party for performing the Receiving Party's obligations under the Contract. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 7, and ensure that the Receiving Party's officers, employees and agents meet the obligations.
- 7.2 The obligations of clause 7.1 shall not apply to any information which:
- 7.2.1 was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
- 7.2.2 is, or becomes, publicly available through no fault of the Receiving Party;
- 7.2.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- 7.2.4 was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or
- 7.2.5 is required to be disclosed by order of a court of competent jurisdiction.
- 7.3 This clause 7 shall survive termination of this Agreement .

8 PRICE

- 8.1 Unless otherwise agreed by Cosworth in writing, the price for the Goods and/or the Services shall be as set out in the Contract or if not so specified the price set out in Cosworth's price list published on the date of delivery, deemed delivery or performance.
- 8.2 For fees calculated on a daily rate "day" shall mean a period of up to 8 hours in any one day inclusive of travel time to and from any premises from Cosworth's premises. Time spent in excess of an 8 hour period in any one day shall be charged at the pro-rated daily rate. For fees calculated by reference to an hourly rate each hour or part thereof shall be charged at the hourly rate.
- 8.3 Cosworth reserves the right to impose a minimum order charge.
- 8.4 The price for the Goods and/or the Services shall be exclusive of any value added tax and all costs or charges in relation to loading and unloading, and, if applicable, any carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods and/or the Services.

9 PAYMENT

- 9.1 Unless otherwise agreed in writing, payment shall be made by the Buyer in cash in Pounds Sterling prior to delivery of the Goods or performance of the Services.
- 9.2 Time for payment shall be of the essence.
- 9.3 No payment shall be deemed to have been received until Cosworth has received cleared funds.
- 9.4 All payments payable to Cosworth under the Contract shall become due immediately upon termination of the Contract.
- 9.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Cosworth to the Buyer. All such payments shall be made to Cosworth free and clear of, and without any withholding or deduction for, any and all present or future taxes, duties or other charges unless the Buyer is compelled by law to make such withholdings or deductions. If the Buyer is compelled by law to make any such withholding or deduction the Buyer shall pay to Cosworth such additional amounts as are required to enable Cosworth to receive the amount which Cosworth would have received if no such withholding or deduction had been required.
- 9.6 If the Buyer fails to pay Cosworth any sum due under the Contract, Cosworth may at its discretion and without prejudice to any other rights that it may have:

- 9.6.1 revoke any discounts that Cosworth may have previously agreed with the Buyer and the full standard price shall be payable for any Goods or Services where payment is overdue and for all future Goods or Services to be delivered under the Contract;
 - 9.6.2 require that the Buyer make payment in advance of any delivery not yet made irrespective of any other credit terms that may previously have been agreed;
 - 9.6.3 claim interest and other sums due under the Late Payment of Commercial Debts (Interest) Act 1998;
 - 9.6.4 suspend the performance of the Services or delivery of Goods; and/or
 - 9.6.5 terminate the Contract with immediate effect.
- 9.7 In the event of a suspension of the contract in accordance with Condition 9.6 above the Buyer will be required to pay a fee to Cosworth on commencement of the Services or delivery of the Goods to reflect the additional costs incurred by Cosworth as a result of the Suspension. On payment of all outstanding sums Cosworth shall notify the Buyer of the applicable fee for commencement of the Services or delivery of Goods and revised delivery dates for the same.
- 9.8 Cosworth shall have a lien on any of the Buyer's equipment or goods in Cosworth's possession for any unpaid balance which the Buyer may owe to Cosworth.

10 QUALITY

- 10.1 Cosworth warrants that (subject to the other provisions of these Conditions):
- 10.1.1 upon delivery the Goods and Deliverables shall meet any specification set out in the Contract and be reasonably fit for use for the purpose specified in the Contract;
 - 10.1.2 that the Services will be performed with reasonable skill and care, but, unless otherwise agreed in writing, Cosworth does not warrant that any result or objective can or will be achieved by any given date or at all;
 - 10.1.3 other than for Goods which are manufactured to the Buyer's design or specifications (including, without limitation, wiring harnesses and strain gauging) ("Custom Products") and clearance Goods, all Goods manufactured or supplied by Cosworth Electronics Ltd will be free from material defects for a period of one (1) year from delivery, and will materially conform to stated specifications; and
 - 10.1.4 all Custom Products manufactured or supplied by Cosworth Electronics Ltd will be free from material defects for a period of three (3) months following delivery of the Custom Products, and will materially conform to the Buyer's specifications.
- 10.2 Unless otherwise specified in the Contract or as otherwise agreed in writing by Cosworth, the Buyer shall be solely responsible for the installation, calibration, configuration, operation, use and maintenance of the Goods and Deliverables as applicable for the Buyer's requirements and the Buyer shall fully and effectively indemnify and keep indemnified Cosworth from and against any and all loss, actions, demands, proceedings, costs expenses, liabilities, judgments, damages or other sanctions, whenever arising, directly or indirectly as a result of the installation, calibration, configuration, operation, use and maintenance of the Goods and Deliverables
- 10.3 The Buyer acknowledges and agrees that except as set out in Condition 10.1 and/or the Contract:
- 10.3.1 Cosworth gives no representation or undertaking, and shall be bound by no condition, warranty, innominate terms or other obligation (whether express or implied, and whether imposed or implied by statute, at common law or otherwise) concerning the condition, quality, physical states or attributes, location, origin, fitness or suitability for any purpose, or conformity with description or sample of the Goods, Deliverables or Services;
 - 10.3.2 All liability on the part of Cosworth in respect of the matters referred to in Condition 10.3.1 are excluded to the fullest extent permitted by law; and
 - 10.3.3 the Buyer undertakes not to bring any claim or resort to any proceeding in respect of the matters referred to in Condition 10.3.1.
- 10.4 Cosworth shall not be liable for a breach of any of the warranties in Condition 10.1 unless:
- 10.4.1 the Buyer gives written notice of the defect to Cosworth within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
 - 10.4.2 Cosworth is given a reasonable opportunity after receiving the notice of examining such Goods or Deliverables and the Buyer (if asked to do so by Cosworth) returns such Goods to Cosworth's place of business at the Buyer's cost for the examination to take place there.
- 10.5 Cosworth shall not be liable for a breach of any of the warranties in Condition 10.1 if:
- 10.5.1 the Buyer makes any further use of such Goods or Deliverables after giving notice pursuant to Condition 10.4.1; or
 - 10.5.2 the defect arises because the Buyer failed to follow Cosworth's oral or written instructions as to the storage, installation, use or maintenance of the Goods or Deliverables or (if there are none) good trade practice; or
 - 10.5.3 the Buyer alters or repairs such Goods or Deliverables without the written consent of Cosworth.
- 10.6 Subject to Conditions 10.4 and 10.5, if any of the Goods, Deliverables or Services do not conform with any of the warranties in Condition 10.1 Cosworth shall at its option repair or replace such Goods or Deliverables (or the defective part) or re-perform any affected Services or refund the price of such Goods or Services at the pro rata Contract rate provided that, if Cosworth so requests, the Buyer shall, at the Buyer's expense, return the Goods or Deliverables or the part of such Goods or Deliverables which is defective to Cosworth.
- 10.7 If Cosworth complies with Condition 10.6 it shall have no further liability for a breach of any of the warranties in Condition 10.1 in respect of such Goods.
- 10.8 Unless otherwise specified by Cosworth in writing, the Buyer hereby acknowledges and agrees that the Buyer shall be responsible for ensuring the sale or use of the Goods in any jurisdiction, or for any other purpose, complies with any applicable laws and regulations and hereby indemnifies and will keep indemnified Cosworth in respect of any losses, costs or claims that it suffers in respect of any breach of such laws and regulations.

11 LIMITATION OF LIABILITY

- 11.1 Notwithstanding any other provision of these Conditions, the following provisions set out the entire financial liability of Cosworth (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 11.1.1 any breach of these Conditions;
 - 11.1.2 any use made or resale by the Buyer of any of the Goods or Deliverables, or of any product incorporating any of the Goods or Deliverables;
 - 11.1.3 the performance of the Services and/or supply of the Goods; and
 - 11.1.4 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these Conditions excludes or limits the liability of Cosworth for:
- 11.3.1 death or personal injury caused by Cosworth's negligence; or

- 11.3.2 any matter which it would be illegal for Cosworth to exclude or attempt to exclude its liability; or
- 11.3.3 fraud or fraudulent misrepresentation.
- 11.4 Cosworth shall have no liability to the Buyer for any loss, damage, costs, expenses or other claims for:
- 11.4.1 compensation arising from any Buyer Materials or instructions provided by the Buyer relating to the Services which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival, or
- 11.4.2 any other fault of the Buyer.
- 11.5 Subject to Conditions 11.2, 11.3 and 11.4:
- 11.5.1 Cosworth's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total value of the Goods and/or Services supplied under the Contract; and
- 11.5.2 Cosworth shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 11.6 The Buyer accepts that the limitations and exclusions of liability set out in these Conditions are reasonable in all the circumstances and recognises that if Cosworth were to accept additional liabilities it may not be possible for Cosworth to provide the Goods or Services in accordance with the Contract at all or for the agreed price.

12 ASSIGNMENT

- 12.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of Cosworth.
- 12.2 Cosworth may assign the Contract or any part of it to any person, firm or company.

13 FORCE MAJEURE

- 13.1 Cosworth reserves the right to defer the date of delivery and/or performance or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Cosworth including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to Cosworth to terminate the Contract.

14 TERMINATION

- 14.1 Without prejudice to any other right or remedy to which Cosworth may have, including as to compensation, Cosworth may terminate the Contract immediately on notice if:
- 14.1.1 the Buyer is in breach of the Contract and in the case of a breach capable of remedy has failed to remedy the same within 14 days of notice specifying the breach and requiring it to be remedied; or
- 14.1.2 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- 14.1.3 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performance any of his/its obligations under the Contract or any other contract between Cosworth and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade.

15 ANTI-CORRUPTION

- 15.1 The Buyer warrants that it has not and will not itself, or via any other person:
- 15.1.1 offer to give or agree to give to any employee, director or other representative of Cosworth any gift, benefit or consideration of any kind as an inducement or reward for doing or omitting to do or for having done or omitted to do any act in relation to this Contract;
- 15.1.2 request, receive, offer or promise any gift, benefit or consideration of any kind as an inducement or reward for doing or omitting to do or for having done or omitted to do any act in relation to this Contract; or
- 15.1.3 commit any offence under the Bribery Act 2010 or any other anti-bribery or corruption legislation anywhere in the World.

16 GENERAL

- 16.1 Each right or remedy of Cosworth under the Contract is without prejudice to any other right or remedy of Cosworth whether under the Contract or not.
- 16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.3 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relations between the parties, other than and excepts as provided for in, the Contract. Neither party shall have, nor shall either party represent that it has, any authority to make any commitments on the other's behalf.
- 16.4 Failure or delay by Cosworth in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 16.5 Any waiver by Cosworth of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 16.6 No term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

17 COMMUNICATIONS

17.1 All communications between the parties about the Contract shall be in English and in writing, and shall be given by delivery by hand at, or sending by facsimile transmission or by prepaid registered first class post (airmail if to an address outside the country of posting) to Cosworth at: Cosworth Limited, St James Mill Road, Northampton NN5 5RA and to the Buyer at its registered office (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as either party may notify to the other from time to time.

17.2 Communications given in accordance with Condition 17.1 shall be deemed to have been received:

- 17.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 17.2.2 if delivered by hand, on the day of delivery; or
- 17.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.