

Sealants Terms and Conditions



These Terms and Conditions are for the sale of Goods and Services by Burry Sealants Limited ("**BSL**"), a company registered in England & Wales, company number 07583389, and whose registered address is at The Old Post Office, 41-43 Market Place, Chippenham, Wiltshire, England, SN15 3HR.

1. Definitions

1.1. In these Terms & Conditions, the following definitions apply:

"Contract"	Means the agreement for the provision of Services (as defined below) or included in any Tender.
"Contractor"	means the business that has engaged BSL to deliver Services.
"Order"	Means the Contractor's Order for the supply of Goods and/or Services, as set out in BSL's Order Acknowledgement, or, if none, the Contractor's written acceptance of BSL's Tender.
"Parties"	Means both the Contractor and BSL, and "Party" shall refer to either one of them. A reference to a Party includes its personal representatives, successors, or permitted assigns.
"Services"	Means the Services set out in BSL's Tender and any other Services BSL provides or agrees to provide to the Contractor through the change control procedure set out below (Change Control).
"Tender"	Means the proposal, quotation, Tender, or other such document outlining the Services to be provided and the related charges.
"Terms"	Means these Terms and Conditions.
"Writing"	Or "Written" includes e-mails and any document set out in a hand-held device, and any signature on a hand-held screen shall be treated as in writing.

2. The Contract

- 2.1. The Order is an offer by the Contractor to buy Goods and/or Services under these Terms.
- 2.2. The Order is accepted when BSL issues written acceptance, creating the Contract on that date.
- 2.3. These Terms and any referenced documents form the entire agreement between BSL and the Contractor, excluding all other agreements and terms, including any the Contractor may try to impose or that are implied by trade, custom, practice, or course of dealing.
- 2.4. The Contractor confirms it hasn't relied on any statements, promises, representations, assurances, or warranties not included in the Contract.
- 2.5. Any samples, drawings, descriptive matter, or advertising by BSL are for illustration only and do not form part of the Contract or have any contractual force.
- 2.6. Both Parties agree to do everything necessary to ensure the Terms of this Contract take effect.
- 2.7. Changes to these Terms are only valid if agreed in writing by both Parties.
- 2.8. Any Contract changes or additional obligations must be in writing and signed by both Parties.
- 2.9. This Contract is non-exclusive, allowing both Parties to engage with third Parties for similar Services.
- 2.10. BSL's obligations end when this Contract is terminated, unless stated otherwise.

3. Tender and Cost Provisions

- 3.1. BSL's Tender is based on its interpretation of the information provided, including the scope of work, site conditions, and other relevant details from the Contractor.
- 3.2. Labour costs in BSL's Tender are fixed for the Contract duration, covering all labour-related expenses.
- 3.3. Material costs are subject to fluctuations, with a provision for potential changes due to market conditions or supply chain issues, as detailed in BSL's Tender.

- 3.4. BSL will provide supplier evidence for any material cost changes, including invoices and price lists.
- 3.5. Contract price adjustments due to material cost changes will be communicated promptly and require mutual agreement.
- 3.6. All tenders and cost adjustments will comply with relevant laws and regulations, ensuring transparency and fairness.
- 3.7. For works measured by length, area, or volume, BSL will provide a fixed price for a given area, width, or diameter. Variations due to site conditions or scope changes will be documented and agreed upon. Additional costs will be communicated and mutually agreed.
- 3.8. A minimum day rate will be charged if the available work for a day does not meet a pre-agreed minimum. This rate will be agreed upon in writing before work begins to cover mobilisation and deployment costs.
- 3.9. The Contractor must ensure the site is prepared and sufficient work is available to meet the pre-agreed minimum. If not, the minimum day rate will apply, and BSL will invoice accordingly.

4. Supply of Services

- 4.1. BSL will perform the Services as specified in the Contract, supplying all necessary labour, materials, and equipment to meet the specified standards.
- 4.2. Rates quoted assume services will be performed during normal working hours (8:00 AM to 5:00 PM, Monday to Friday, excluding bank holidays). Any work outside these hours, including weekends, evenings, or bank holidays, must be agreed in advance and will be subject to an out-of-hours rate.
- 4.3. BSL ensures high-quality workmanship by skilled and qualified personnel, adhering to industry best practices and relevant standards.
- 4.4. BSL will comply with all applicable laws, regulations, and industry standards, including health and safety and environmental regulations.
- 4.5. BSL will supply high-quality materials and well-maintained equipment suitable for the intended purpose.
- 4.6. BSL will maintain a clean and safe work environment, taking necessary precautions to prevent accidents and ensure safety.
- 4.7. BSL will maintain clear communication with the Contractor and coordinate with other trades to perform Services efficiently.
- 4.8. BSL will use reasonable efforts to meet agreed performance dates, but these dates are estimates only, and time is not of the essence.
- 4.9. BSL reserves the right to engage qualified subcontractors to perform some or all of the Services.
- 4.10. Conditions and Limitations:
 - 4.10.1. BSL's responsibilities depend on the Contractor providing full and unrestricted access to the work site. BSL is not responsible for delays or additional costs due to restricted or denied access.
 - 4.10.2. The site must be prepared and ready for Services. BSL is not responsible for delays or additional costs due to the site not being in the required state of readiness.
 - 4.10.3. BSL is not responsible for delays or additional costs due to adverse weather conditions. If work is required in inclement weather, BSL will seek instructions but will not accept responsibility if it goes against manufacturers' recommendations.
 - 4.10.4. BSL is not responsible for defects or issues arising from undisclosed pre-existing conditions on the site.
 - 4.10.5. BSL is not responsible for delays or additional costs due to interference from other trades or third Parties on the site.
 - 4.10.6. BSL is not responsible for additional costs due to material price fluctuations, as specified in the Tender.
 - 4.10.7. No allowances have been made for protecting work after sealant application. The Contractor must replace protection after curing.
 - 4.10.8. Joint sizes over 15mm require a variation sign-off and may incur additional costs.
 - 4.10.9. No allowances have been made for removing protective tape, old sealant, or other materials.

4.10.10. No allowances have been made for additional packing or force drying of joints unless specified.

4.10.11. Surfaces must be clean, dry, and dust-free, with a minimum build clean for housing units.

5. Access Requirements

- 5.1. The Contractor must ensure BSL has full and unrestricted access to the work site at all times necessary for the contracted work. This includes access to all relevant areas, buildings, and structures.
- 5.2. If BSL needs to supply access equipment like scaffolding this will incur an additional charge. The cost will be communicated to the Contractor and must be agreed upon before work starts.
- 5.3. BSL is not responsible for delays or additional costs if access is removed or restricted before their attendance. The Contractor must ensure access remains available and unobstructed throughout the project.
- 5.4. The Contractor must notify BSL immediately of any changes to access arrangements that could impact the scheduled work. Failure to do so may result in delays and additional charges.
- 5.5. All access provided must comply with relevant health and safety regulations. The Contractor is responsible for ensuring all access points are safe and secure for BSL personnel.

6. Site Visits and Abortive Visit Charges

- 6.1. For a 2-storey housing plot, a maximum of two visits are allowed. If scaffold drops are needed, up to three visits are permitted if agreed in advance.
- 6.2. Additional visits per plot must be signed for and will be charged at the supplied rates, provided the charge meets or exceeds the Minimum Site Visit Charge in the current Schedule of Rates.
- 6.3. Aborted visits through no fault of BSL will be charged at this rate.
- 6.4. There is a 48-hour minimum cancellation policy, with a cancellation charge as specified in the current rate card.
- 6.5. For aborted visits, a charge per operative per day will apply as specified in the current rate card. This charge applies to booked works not ready at the time of booking.
- 6.6. If day work is needed, BSL prefers to quote a lump sum or rate, but charges will be as specified in the current rate card.

7. Call-off Period

- 7.1. The Contractor must give BSL at least five (5) working days' notice to schedule and start Services. This allows BSL to plan and allocate resources effectively.
- 7.2. During peak times (such as May, June, November, and December), the notice period extends to two (2) weeks to manage increased demand and maintain service quality.
- 7.3. BSL will notify the Contractor in advance of peak times, specifying the dates when the extended notice period applies.
- 7.4. BSL will try to accommodate urgent service requests, but these may not always be possible within the standard or extended notice periods and may incur additional charges.
- 7.5. The Contractor must coordinate with BSL to schedule Services within the specified notice periods. Clear and timely communication is essential to avoid delays.
- 7.6. If the Contractor fails to provide the required notice, BSL may reschedule the Services at its discretion. The Contractor will be responsible for any additional costs or delays due to inadequate notice.

8. Prices and Payment

- 8.1. All prices or rates advised exclude VAT unless explicitly stated otherwise. VAT will be charged at the prevailing rate. BSL's VAT registration number is GB 110367162. All payments are to be made in Pounds Sterling by bank transfer. Other payment methods may be accepted by prior agreement and at BSL's sole discretion.
- 8.2. BSL will be reimbursed from time to time for reasonable and necessary expenses incurred in connection with providing the Services. Including but not limited to:
 - 8.2.1. Parking, Congestion and ULEZ charges.
 - 8.2.2. M25 Zone Uplift: For works carried out inside the M25, an uplift on the minimum day charge will apply. This uplift is to account for the additional costs and logistical challenges associated with working

within this area.

- 8.3. BSL undertakes to maintain good and accurate records of all expenditures claimed under this agreement for inspection by the Contractor.
- 8.4. BSL undertakes to maintain good and accurate records of all expenditures claimed under this agreement for inspection by the Contractor.
- 8.5. Invoices will be issued on completion of Services or monthly as agreed with the Contractor.
- 8.6. Unless otherwise agreed in writing, all invoices are due for payment within 14 days from the date of invoice.
- 8.7. Any invoice queries must be raised within two (2) working days of the invoice date. While the query is resolved, the Contractor must pay the undisputed portion of the invoice within the original timescale.
- 8.8. Payment cannot be withheld due to non-payment by the Contractor's Contractor, tenant, or any other third Party.
- 8.9. If payment is not received by the due date, BSL may:
 - 8.9.1. Cancel the Contract or suspend further work with immediate effect, disregarding such suspension periods for previously agreed completion times.
 - 8.9.2. Withdraw credit facilities and require future invoices to be paid pro forma.
 - 8.9.3. Charge interest at 8% above the Bank of England base rate per annum on the unpaid amount starting from the date after the invoice due date until paid, whether before or after any court judgment. Such interest shall accrue daily.
 - 8.9.4. Recover all reasonable costs incurred in collecting overdue payments, including legal fees.
- 8.10. BSL will not provide guarantees, certificates, or similar documents until full payment has been received.

9. Title and Risk

- 9.1. Title to all materials supplied by BSL for the performance of the Services shall pass to the Contractor upon full payment for such materials. Until full payment is received, BSL retains ownership of all materials.
- 9.2. BSL shall bear the risk of loss or damage to the materials until they are delivered to the work site.
- 9.3. Once the materials are delivered to the work site, the Contractor shall bear the risk of loss or damage to the materials, regardless of whether full payment has been made. The Contractor is responsible for ensuring that the materials are stored and handled in a manner that prevents damage or deterioration.
- 9.4. For materials that are delivered but not yet incorporated into the work, the Contractor shall take all necessary precautions to protect such materials from loss or damage. BSL shall not be liable for any loss or damage to unfixed materials once they are delivered to the work site.
- 9.5. Once materials are incorporated into the work and become part of the construction, the risk of loss or damage to such materials shall remain with the Contractor until the work is completed and accepted by the Contractor.
- 9.6. The Contractor shall maintain adequate insurance coverage to protect against the risk of loss or damage to the materials from the time of delivery until the completion and acceptance of the work. The Contractor shall provide proof of insurance coverage upon request by BSL.

10. The Contractor's Responsibilities

- 10.1. The Contractor must provide BSL with all necessary information, documentation, and access to relevant sites and areas required for the work. This includes site plans, specifications, schedules, and other pertinent details.
- 10.2. The Contractor is responsible for ensuring BSL has full and unrestricted access to the work site at all times necessary for the work. The site must be prepared and ready, including any necessary scaffolding, ladders, or other access equipment as per clause 5.
- 10.3. The Contractor must coordinate with other trades to ensure their activities do not interfere with BSL's work. The site must be free from obstructions, and other trades must complete their work in areas where BSL is scheduled to perform tasks.
- 10.4. The Contractor is responsible for ensuring the work site complies with all relevant health and safety regulations, providing a safe environment for BSL's personnel and ensuring all access points and work areas

are secure and hazard-free.

- 10.5. The Contractor must maintain clear communication with BSL throughout the project. The Contractor must promptly notify BSL of any changes to the project scope, schedule, or site conditions that may impact BSL's work. Failure to do so may result in delays and additional charges.
- 10.6. The Contractor must ensure all necessary utilities and facilities, such as electricity, water, and welfare facilities, are available and accessible to BSL's personnel. The Contractor is responsible for any associated costs.
- 10.7. The Contractor must adhere to the agreed payment terms and ensure timely payment of invoices submitted by BSL. The Contractor must provide any required documentation or approvals to facilitate the payment process. Delays in payment may result in the suspension of work and additional charges.

11. Defective Service

- 11.1. BSL agrees to promptly notify the Contractor of:
 - 11.1.1. Any delays or problems from time to time in the provision of the Services of which BSL becomes aware.
 - 11.1.2. Any circumstances from time to time which may prevent BSL from providing the Services in accordance with this agreement together with (where practicable) recommendations as to how the circumstances can be avoided; and
 - 11.1.3. Any complaint (whether written or not) or other matter which comes to its attention and which it reasonably believes may give rise to any loss by or claim against the Contractor or which may result in adverse publicity for the man contactor.
- 11.2. The Contractor will sign off all works following a visual inspection. The Contractor shall, without limiting any rights of remedy of the Contractor, promptly report to BSL any defects in BSL's performance as soon as reasonably practicable after any such defect comes to the attention of the Contractor.
- 11.3. Any defects or issues related to materials used in the Services are covered under the manufacturer's warranty. BSL shall assist the Contractor in making any claims under the manufacturer's warranty, but BSL shall not be responsible for the replacement or repair of materials.

12. Change Control

- 12.1. The Contractor may, at any time during the term of this agreement, request an increase or decrease in the volume of the Services, a change in the specification, or the addition of new Services (change request) by notifying BSL in writing of its requirements.
- 12.2. BSL shall give due consideration to any change request from the Contractor and shall, within three (3) working days of receiving the request, either confirm acceptance of the changes, provide a written proposal for accepting the change request or provide reasons why it is not reasonably practicable to accept the request.
- 12.3. BSL shall have the right to make any changes to the work which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the work, provided that BSL gives the Contractor reasonable notice of such changes and that such changes do not materially affect the nature and scope of the Services or the service charges.

13. Data Protection

- 13.1. Both BSL and the Contractor shall comply with all applicable data protection laws and regulations, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, in relation to the processing of personal data under this Contract.
- 13.2. For the purposes of this Contract, BSL and the Contractor acknowledge that each Party may act as a data controller or data processor, depending on the nature of the data processing activities. Each Party shall ensure that it has the necessary legal basis for processing personal data and shall provide appropriate data protection notices to data subjects, where required.
- 13.3. Where one Party processes personal data on behalf of the other Party, the processing Party (data processor) shall:

- 13.3.1. Process personal data only on documented instructions from the data controller unless required to do so by law.
- 13.3.2. Ensure that all personnel authorized to process personal data are subject to confidentiality obligations.
- 13.3.3. Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.
- 13.3.4. Assist the data controller in responding to data subject rights requests and in ensuring compliance with data protection obligations.
- 13.3.5. Notify the data controller without undue delay upon becoming aware of a personal data breach.
- 13.3.6. At the choice of the data controller, delete or return all personal data to the data controller upon termination of the Contract unless required to retain the data by law.
- 13.3.7. Make available to the data controller all information necessary to demonstrate compliance with data protection obligations and allow for and contribute to audits and inspections conducted by the data controller or an auditor mandated by the data controller.
- 13.4. Both Parties shall respect and facilitate the exercise of data subject rights, including but not limited to the rights of access, rectification, erasure, restriction of processing, data portability, and objection, in accordance with applicable data protection laws.
- 13.5. Any transfer of personal data to a country outside the UK or the European Economic Area (EEA) shall be subject to appropriate safeguards, such as standard contractual clauses or other mechanisms approved by data protection authorities, to ensure an adequate level of protection for the personal data.
- 13.6. Where required by law, both Parties shall conduct data protection impact assessments (DPIAs) for processing activities that are likely to result in a high risk to the rights and freedoms of data subjects. The Parties shall cooperate and provide assistance to each other in carrying out DPIAs.
- 13.7. Each Party shall indemnify and hold the other Party harmless from any claims, damages, or liabilities arising from the indemnifying Party's breach of its data protection obligations under this Contract.
- 13.8. This data protection clause may be amended from time to time to reflect changes in data protection laws or regulations. Both Parties shall agree upon any such amendments in writing.

14. Confidentiality

- 14.1. Both Parties agree to keep confidential and not disclose to any third Party any confidential information obtained from the other Party in connection with this Contract. Confidential information includes, but is not limited to, business plans, financial information, technical data, trade secrets, and any other information that is designated as confidential or that a reasonable person would understand to be confidential. This obligation of confidentiality shall continue for a period of 12 months after the termination of this Contract.
- 14.2. Notwithstanding the above, either Party may disclose confidential information to the extent required by law, regulation, or court Order, provided that the disclosing Party gives the other Party prompt written notice of such requirement and cooperates with any efforts to obtain a protective Order or similar remedy.
- 14.3. The Contractor grants BSL the right to take photos and videos of the work performed under this Contract. BSL may use these photos and videos on its website, social media platforms, and in marketing materials. BSL agrees to use such media in a manner that is respectful and professional, and to avoid disclosing any confidential information or proprietary details of the Contractor's business.
- 14.4. By entering into this Contract, the Contractor consents to the use of photos and videos as described above and releases BSL from any claims or liabilities arising from such use.

15. Ownership Of Intellectual Property

- 15.1. All intellectual property rights, including but not limited to patents, copyrights, trademarks, trade secrets, designs, and any other proprietary rights, in any materials, documents, designs, plans, methods, or other works created or developed by BSL in the course of performing the Services under this Contract shall remain the sole and exclusive property of BSL.
- 15.2. BSL grants the Contractor a non-exclusive, non-transferable, royalty-free license to use the intellectual property solely for the purpose of completing the project as specified in this Contract. This license shall

terminate upon the completion of the project or the termination of this Contract, whichever occurs first.

15.3. Any intellectual property that was owned by either Party prior to the commencement of this Contract shall remain the property of that Party. The use of such pre-existing intellectual property by the other Party shall be subject to the Terms of a separate agreement, if applicable.

15.4. If the use of any third-Party intellectual property is required for the performance of the Services, BSL shall obtain the necessary licenses or permissions to use such intellectual property. The Contractor shall not use any third-Party intellectual property without BSL's prior written consent.

16. Indemnity and Limitation of Liability

16.1. To the fullest extent permitted by law, the total liability of either Party, including its officers, directors, employees, agents, and subcontractors, to the other Party for any claims, losses, costs, or damages arising out of, resulting from, or in any way related to the performance of the Services under this Contract, whether in Contract, tort (including negligence), or otherwise, shall not exceed the total compensation received by BSL under this Contract.

16.2. Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of use, loss of profits, or loss of business opportunities, arising out of or in connection with the performance of the Services under this Contract, even if the Party has been advised of the possibility of such damages.

16.3. The limitation of liability set forth in this clause shall not apply to:

16.3.1. Liability for death or personal injury caused by either Party's negligence.

16.3.2. Liability for fraud or fraudulent misrepresentation.

16.3.3. Any other liability that cannot be excluded or limited by law.

16.4. Neither Party shall be liable for any claims, losses, costs, or damages arising from third-Party claims against the other Party, except to the extent that such claims are directly attributable to the Party's negligence or breach of Contract.

16.5. Both Parties acknowledge that they have obtained and maintain appropriate insurance coverage for their potential liabilities under this Contract. The Parties agree that the limitations of liability set forth in this clause are reasonable and reflect the allocation of risk between the Parties.

16.6. Each Party shall indemnify and hold the other Party harmless from any claims, losses, costs, or damages arising from their breach of this Contract, negligence, or willful misconduct, including any claims made by third Parties.

16.7. This clause 15 will remain in effect after the termination of the Contract.

17. Termination

17.1. Either Party may terminate this agreement by giving the other Party fourteen (14) days written notice.

17.2. BSL may terminate this agreement immediately by providing written notice to the Contractor if the Contractor fails to pay any amount due under this agreement within seven (7) days of the payment due date.

17.3. Either Party may terminate this Contract immediately, without notice, if the other Party:

17.3.1. Commits a material breach of this Contract that is incapable of remedy.

17.3.2. Commits a material breach of this Contract which is capable of remedy but fails to remedy such breach within 30 days of being notified in writing to do so.

17.3.3. Ceases, or threatens to cease, to carry on business (except where prohibited under Section 14 of the Corporate Insolvency and Governance Act 2020).

17.3.4. Engages in any act, omission, or conduct which, in the reasonable opinion of the terminating Party, is likely to bring the other Party into disrepute or adversely affect its reputation or goodwill.

17.4. Subject to Section 14 of the Corporate Insolvency and Governance Act 2020, either Party may terminate this Contract immediately if the other Party:

17.4.1. Becomes subject to a winding-up petition, administration Order, or any other formal insolvency procedure, provided such termination is permitted by law.

- 17.4.2. Enters into an arrangement with its creditors or takes any step to propose such an arrangement; or
- 17.4.3. Becomes unable to pay its debts as they fall due.
- 17.5. To avoid doubt, BSL's right to terminate this Contract for an insolvency-related event shall be exercised only to the extent permitted under applicable law.
- 17.6. If the Contractor enters a formal insolvency process and termination of this Contract is prohibited by Section 14 of the Corporate Insolvency and Governance Act 2020:
 - 17.6.1. BSL shall continue to provide its Services under the Terms of this Contract unless otherwise directed by the court.
 - 17.6.2. BSL may request adequate assurances of payment or reasonable security per the Act.
- 17.7. Nothing in this clause shall affect or limit any statutory obligations or rights arising under the Corporate Insolvency and Governance Act 2020 or related legislation.
- 17.8. All Contract termination notices should be submitted to the other Party in Writing.

18. Consequences of Termination

- 18.1. The Contractor must immediately pay all outstanding invoices, including interest. For Services provided but not yet invoiced, BSL will issue an invoice, which the Contractor must pay upon receipt.
- 18.2. The Contractor must return all Equipment and materials belonging to BSL that have not been fully paid for. If the Contractor fails to do so, BSL reserves the right to enter the Contractor's premises to retrieve them. Until returned, the Contractor is responsible for their safekeeping and must not use them for any purpose unrelated to the Contract.
- 18.3. Upon the expiry or termination of this Contract, BSL will return any property, documentation, records, or Confidential Information to the Contractor.
- 18.4. Termination does not affect the Parties' accrued rights and remedies up to that point, including the right to claim damages for any prior breaches of the Contract.
- 18.5. Any terms in the Contract that are intended to remain effective after termination will continue to apply.

19. Events Outside of BSL's Control (Force Majeure)

- 19.1. BSL shall not be liable for any delay or failure to perform any of BSL's obligations if the delay or failure results from events or circumstances outside BSL's reasonable control. These include but are not limited to, acts of God, industrial action, war, fire, explosion, acts of terrorism, governmental action, epidemic or other natural disaster, or any other event that is beyond BSL's control. BSL shall be entitled to a reasonable extension of BSL's obligations.
- 19.2. If the delay persists for such time as BSL considers unreasonable, BSL may, without liability, terminate the Contract.
- 19.3. If an event outside of BSL's control occurs and the Contractor wishes to cancel the Contract, the Contractor's notice of cancellation must be made in writing to BSL and will be subject to clause 18.

20. Notices

- 20.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the Party giving notice (or a duly authorised officer of that Party).
- 20.2. A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours when Business Hours next begin after the relevant time set out below):
 - 20.2.1. where the notice is delivered personally at the time of delivery.
 - 20.2.2. where the notice is sent by first class post, 48 hours after posting; and
 - 20.2.3. where the notice is sent by email at the time of the transmission (providing the sending Party retains written evidence of the transmission).
- 20.3. All notices under these Terms and Conditions must be addressed to the most recent address or email address notified to the other Party.

21. Other Important Terms

- 21.1. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

- 21.2. If any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Contract.
- 21.3. The Contract between the Parties for the Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, by either Party, without the prior written consent of the other.
- 21.4. This Contract will apply to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.
- 21.5. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
- 21.6. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party as the agent of another Party for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 21.7. A person not a Party to the Contract shall not have any rights to enforce its Terms.

22. Governing Law and Jurisdiction

- 22.1. This Contract shall be governed by and construed in accordance with the laws of England, and the Parties hereby submit to the exclusive jurisdiction of the English court.

Burry Sealants Limited

The Contractor

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date