Conditions of Sale

1 Definitions

a)

1. `CUSTOMER' – means the company or person whose order for Goods &/or Services is accepted by TSS UK;
2. 'CONDITIONS' – means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in Writing between TSS UK and the Customer;
3. 'CONTRACT' – any contract between the Customer and TSS UK for the sale of Goods &/or Services incorporating these Conditions;
4. 'DELIVERY' – as defined in Clause 8;
5. 'ECOMMERCE' – means business carried out online;
6. `EX-STOCK' – means stock at TSS UK's Weobley Premises or satellite warehouses &/or available for immediate despatch;
7. 'INCOTERMS' – means the International Rules for the Interpretation of Trade Terms of The International Chamber of Commerce as in force at the date the Contract is made;
8. 'GOODS'– means all products, parts, and components described in an Order or Quotation to be supplied by TSS UK in accordance with these Conditions;
9. 'MATERIAL FORMULATION' – means the ingredients/recipes/know-how required to manufacture any material used to satisfy the Order;
10. 'ONLINE PLATFORM' – means a website used to sell Goods &/or Services;
11. 'ORDER' – means an order for Goods &/or Services placed by the Customer;
12. 'ORDER ACKNOWLEDGEMENT' – means written confirmation by TSS UK that an Order has been accepted;
13. 'PRICE' – means the price of the Goods &/or Services, being either TSS UK's Quoted price or the price listed in TSS UK's published price list current at the date of Delivery or deemed Delivery and, where appropriate, unit prices being multiplied by the total number of units of the Goods supplied;
14. 'QUOTATION' – means an offer by TSS UK to supply Goods &/or Services for a specified Price;
15. 'TSS UK' – means Trelleborg Sealing Solutions UK Limited, a company registered in England and Wales whose registered number is 446036 and whose registered office is International Drive, Tewksbury Business Park, Tewkesbury, Gloucestershire GL20 8QU;
16. 'TSS UK's WEOBLEY PREMISES' means the manufacturing site at Kington Road, Weobley HR4 8QU; sometimes referred to as Trelleborg Sealing Solutions Weobley or TSS Weobley;
17. 'SERVICES' – means all services described in an Order or Quotation to be performed by TSS UK in accordance with these Conditions;
18. `TOOLING' – means any mould/die/jig (and such like) used to fulfil the Order;
19. `WRITING' – includes email or other electronic means of communication, facsimile transmission and comparable means of communication.

b) 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.

c) 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.

d) In these Conditions the headings will not affect the construction or interpretation of these Conditions.

2 General

a) These Conditions shall govern the Contract to the exclusion of any other terms and conditions and no variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and TSS UK. No terms and conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract.

b) TSS UK's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by TSS UK in Writing. The Customer acknowledges that it does not rely on any such representations which are not so confirmed.

c) Any concession allowed by TSS UK to the Customer shall not prevent our subsequently exercising our full rights in accordance with these Conditions of Sale.

d) Any quotation is given on the basis that no contract will come into existence until TSS UK confirms the Customer's order pursuant to Condition 3.d). Any Quotation is valid for a period of 30 days only from its date, provided that TSS UK has not previously withdrawn it.

e) TSS UK shall not be expected to know that goods may be used for medical, life-saving, safety critical, pharmaceutical, toxic, explosive, radioactive or highly flammable products; used in power stations, computers, or computer rooms; used in refineries, bulk storage, production premises in the oil, gas or chemical industries; used on Ministry of Defence premises; used in hovercraft or aerospace systems; used underground or underwater; used in connection with railways, airfields, or airports; used in steering or braking systems of motor vehicles. If any goods supplied by TSS UK are intended for any of these uses, TSS UK must be notified. A signed notification from TSS UK must be obtained.

f) Any typographical, clerical or other error or omission in an order; any literature, quotation, price list, acceptance of order, invoice or other document shall be subject to corrections without any liability on the part of TSS UK.

3 Prices, Orders and Specifications

a) For regular (non-Ecommerce) Orders, current prices will be quoted specifically to each Customer. These may be subject to alteration without notice and Orders are only accepted on the basis that prices charged are those ruling at the date of despatch.

b) In the event of an increase in price of ingredients, components, &/or raw materials TSS UK reserves the right to pass these on to the Customer with at least 15 days' notice. Prior to manufacture of the Goods, the Customer has the right to cancel the Order.

c) For Ecommerce Orders, prices are as quoted on TSS UK's website or other relevant Online Platforms. Due to human error, technology issues, or other reasons, it may be the case that from time-to-time incorrect prices are quoted. TSS UK reserves the right to decline Orders if the prices are incorrect.

d) Unless otherwise stated, any Quotation by TSS UK is an invitation to the Customer to make an offer only and no Order of the Customer shall be binding on TSS UK unless:
   1. For Ecommerce orders, the Order is fulfilled.
   2. For regular Orders, an Order Acknowledgement is sent by TSS UK.

e) Offers of Goods Ex-stock are subject to such Goods remaining in stock and unsold at the time of receipt of Order.

f) TSS UK reserves the right to vary the Price should the Customer order different quantities from those stated and quoted for, and/or require delivery over a different period. The cost of any variation or modification in design, specification, materials or drawings or the development thereof requested by the Customer shall, if agreed to by us, be borne by the Customer.

g) All prices are quoted exclusive of Value Added Tax, which will be charged at the rate applicable at the appropriate tax point.

h) No Order submitted by the Customer shall be deemed to be accepted by TSS UK until confirmed by an Order Acknowledgement.

i) The Customer shall be responsible to TSS UK for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer, and for giving TSS UK any

necessary information relating to the Goods and Services within a sufficient time to enable TSS UK to perform the Contract in accordance with its terms. TSS UK shall not be liable for the consequences of any inaccuracy, will not issue a credit note in respect of an order and will be entitled to charge the Customer for the costs it incurs by any variations in an Order.

j) The quantity, quality and description of and any specification for the Goods and Services shall be those set out in TSS UK's Quotation (if accepted by the Customer) or the Customer's Order (if accepted by TSS UK).

k) If the Goods are to be manufactured or any process is to be applied to the Goods by TSS UK in accordance with a specification submitted by the Customer, the Customer shall indemnify TSS UK against all loss (including loss of profit), damages, costs, charges and expenses awarded against or incurred by TSS UK in connection with or paid or agreed to be paid by TSS UK in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from TSS UK use of the Customer's specification for the Goods.

l) TSS UK reserves the right to make any changes to Material Formulations in the specification of the Goods or Services which do not materially affect quality or performance.

m) No order which has been accepted by TSS UK may be cancelled by the Customer except with the agreement in Writing of TSS UK and on terms that the Customer shall indemnify TSS UK in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by TSS UK as a result of cancellation.

4 Settlement Terms

a) Except for sales of Tooling, and where otherwise agreed in Writing by TSS UK, settlement terms are strictly 30 days net from date of invoice.

b) Except where otherwise agreed in writing by TSS UK, settlement terms for Tooling sales are strictly fifty percent with Order and fifty percent 30 days net from date of invoice.

c) Ecommerce orders are due for settlement immediately with the Order.

d) Time for payment shall be of the essence of the Contract. If the Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy, TSS UK shall be entitled to:

1. Cancel the Contract or suspend any further deliveries to the Customer;
2. Charge interest on overdue accounts at 8% above the prevailing Bank of England base rate;
3. Recover any administration charges and costs (including without limitation legal costs) incurred in recovering overdue payments, payments not being honoured at the bank or otherwise on a full indemnity basis.

5 Tooling

a) TSS UK is solely entitled to use all Tooling paid for by the Customer exclusively for the manufacture of Goods detailed in Customers' orders, unless otherwise agreed in writing.

b) Whilst every care will be exercised, TSS UK cannot accept any liability for damage to Tooling whilst in our possession.

c) TSS UK is solely entitled to the property in and of use of all Tooling provided by TSS UK

d) If an order for Goods requiring existing Tooling has not been received from the Customer in any 24-month period, TSS UK may use the Tooling for our own purposes and sell any products created to other Customers.

e) If an order for Goods requiring existing Tooling has not been received from the Customer in any 24-month period, TSS UK may charge Customer rent for the Tooling of £50 per calendar month.

6 Packaging

a) Normal packaging requirements are included in the cost of the Goods; any special packaging must be specified and paid for by the Customer.

7 Carriage

a) Unless stated otherwise, Goods are supplied carriage paid, and consigned by TSS UK's preferred carrier unless otherwise specified by the Customer or advised by TSS UK on the Quotation.

8 Delivery

a) Delivery of the Goods shall be made by the Customer collecting the Goods at TSS UK's Weobley Premises at any time after TSS UK has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by TSS UK, by TSS UK delivering the Goods to that place. Where TSS UK agrees to deliver Goods otherwise than at TSS UK's Weobley Premises, TSS UK shall be under no obligation under s32(3) of the Sale of Goods Act 1979.

b) The Customer will take Delivery of the Goods within 14 days of TSS UK giving it notice that the Goods are ready for Delivery and will at its expense provide adequate and appropriate equipment and labour for unloading the Goods.

c) The quantity of any consignment of Goods as recorded by TSS UK upon despatch from TSS UK's Weobley Premises shall be evidence of the quantity received by the Customer on Delivery unless the Customer can provide conclusive evidence proving the contrary.

d) If TSS UK delivers to the Customer a quantity of Goods of up to 10% more or less than the quantity acknowledged by TSS UK, the Customer shall not be entitled to object to or reject the Goods by reason of the surplus or shortfall and shall pay for such Goods at the pro rata Price.

e) Any dates quoted for Delivery of the Goods and performance of the Services are approximate only. Time for Delivery shall not be of the essence. The Goods and/or Services may be delivered by TSS UK in advance of the quoted Delivery date upon giving reasonable notice to the Customer.

f) Save as set out in these Conditions TSS UK will not be liable for any direct, indirect, consequential or special loss (all which terms include, loss of profits, loss of business, loss of contract, loss of production, business interference, loss of operating time, loss of use, and depletion of goodwill) costs, damages, charges, or expenses caused directly or indirectly by any delay in the Delivery of the Goods or Services (even if caused by TSS UK's negligence) nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 365 days from the quoted Delivery date.

g) TSS UK's liability for non-delivery shall be limited to the excess (if any), of the cost to the Customer (in the cheapest available market) of similar Goods &/or Services to replace those not delivered, over the Price.

h) Where the Goods are to be delivered and/or Services to be performed in instalments, each Delivery shall constitute a separate contract and failure by TSS UK to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

i) If the Customer fails to take Delivery of the Goods and/or Services or fails to give TSS UK adequate Delivery instructions (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of TSS UK's fault) then, without prejudice to any other right or remedy available to TSS UK, TSS UK may store the Goods until actual Delivery and charge the Customer for the reasonable costs (including insurance) of storage or sell the Goods at the best price readily obtainable and account to the Customer for the excess over the Price or charge the Customer for any shortfall below the Price.

9 Delivery Risk and Property

a) Risk or damage to or loss in respect of Goods shall pass to the Customer:

1. In the case of Goods to be picked up from TSS UK's Weobley Premises, at the time when TSS UK notifies Customer that the Goods are available for collection; or

2. In the case of Goods to be delivered to the Customers' premises, at the time of delivery or, if Customer wrongfully fails to take delivery of the Goods, the time when TSS UK has tendered delivery of the Goods; or
3. In the case of Goods to be delivered to a different address, at the time of delivery or, if the recipient at that address fails to take delivery of the Goods, the time when TSS UK has tendered delivery of the Goods.

b) In all cases the risk in respect of all Goods shall pass to the Customer at the time of delivery.

c) Notwithstanding such delivery, until the price of the Goods comprised in this or any other contract between the Customer and TSS UK shall have been paid or satisfied in full:

1. The title to and property in the Goods shall remain vested with TSS UK.
2. TSS UK may at any time recover and resell the Goods (if in the Customer's possession or under its control) if any sum owed by the Customer to TSS UK under this contract is not paid on the due date for payment. For the purpose of exercising TSS UK's rights under this sub-clause TSS UK, TSS UK's servants or agents together with all necessary and appropriate transport shall be entitled to free and unrestricted entry upon the Customer's premises and/or the location where the Goods are situated.
3. The Customer shall possess the Goods as TSS UK's bailee and shall store the goods for TSS UK in a proper manner without charge and ensure that they are clearly identified as belonging to TSS UK.
4. The Customer is hereby authorised to sell the goods in the ordinary course of its business as TSS UK's agent and for TSS UK's account and to pass title in the Goods to its purchasers being bona fide purchasers for the value without notice of TSS UK's rights, but for the Customer's right of resale shall automatically cease if any sum owed by the Customer to TSS UK under any contract is not paid on the due date for payment.
5. Upon the resale of the Goods by the Customer the proceeds of sale thereof shall be received and held by the Customer in trust for TSS UK, but the Customer shall be entitled to retain for itself therefrom any excess over the amount then outstanding under this or any other contract.
6. Nothing in this sub-clause shall;
    1) Entitle the Customer to return the Goods or to delay payment therefore; or
    2) Constitute or be deemed to have constituted the Customer as TSS UK's agent otherwise than for the purpose of this sub-clause; or
    3) Authorise the Customer to give or make any representation to any third party in relation to the goods that shall be binding on TSS UK. Where damage to or total or partial loss of Goods occurs before delivery to the Customer, TSS UK undertakes (subject to receiving written notice as mentioned below) to replace or (at TSS UK's discretion) repair free of charge any Goods so damaged or lost within a reasonable time except that TSS UK may as a condition thereof require the Customer to return any damaged goods to TSS UK's Weobley Premises.
7. Both the carrier (if appropriate) and TSS UK must be advised (otherwise than upon carriers' documents) within 14 days of receipt of invoice if Goods are not delivered or within 3 days of delivery if damage, pilferage or shortage is revealed upon receipt of Goods. Provided that such notice is given TSS UK will endeavour to assist the Customer to obtain proof of delivery or admission of damage, pilferage or short delivery.
8. Save as expressly provided in this capital condition TSS UK shall not have any liability whatsoever for or in connection with damage to or loss of Goods in transit to the contracted place of delivery.

10 Instalment Contracts

a) Where goods are delivered, or services are supplied by instalments;
1. Each such instalment be deemed to be sold or supplied under a separate contract to which these Conditions shall apply and save as provided in Settlement Terms no default in respect of any one instalment shall affect or prejudice due performance of the Contact as regards any other instalments; and

2. The Customer shall be obliged to pay for each instalment upon the terms set out in Settlement Terms.

11 Warranty

a) Save as set out in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

b) TSS UK does not exclude liability:
   1. For fraudulent misrepresentation or death or personal injury resulting from TSS UK's negligence or that of TSS UK's employees;
   2. For direct physical damage to or physical loss of the property of the Customer resulting from TSS UK's or its employees' negligent acts or omissions provided that TSS UK's liability under this sub-condition;
      1) shall not exceed in aggregate a sum equal to the total aggregate sum's payable by the Customer to TSS UK under the Contract;
   3. Which cannot be excluded or restricted at law.

C) Subject to Conditions 11.b) TSS UK will not be liable to the Customer for any:
   1. Direct loss, damage or injury; and/or
   2. Indirect, consequential or special loss, damage or injury including financial loss, loss of profits, loss of business, loss of contract, loss of production, business interference, loss of operating time or loss of use and depletion of goodwill; to the Customer or to the Customer's property, whether foreseeable or not and howsoever, whensoever or wheresoever arising whether by reason of any representation or any implied warranty, condition or other term or duty at common law or under statute or under the express terms of the Contract (and whether caused by the negligence of TSS UK or otherwise) or otherwise in respect of or in connection with the provision of the Goods or Services.

d) Where any Goods or Service are shown to TSS UK's reasonable satisfaction to be defective by reason of faulty materials or workmanship, or (in the case of goods other than Special Goods as defined below) design, TSS UK shall either:
   1. Deliver replacement Goods &/or supply further Services to the Customer free of charge; or,
   2. Refund to the Customer the Contract price of such Goods &/or Services; or,
   3. Require the Customer to retain the Goods &/or Services and grant to the Customer a reasonable allowance in respect of such defects. Provided that:
      1) The Customer shall notify TSS UK in writing within 14 days of receipt of goods; and,
      2) if so, required by TSS UK, all defective goods are first returned to TSS UK's Weobley Premises carriage paid; and,
      3) the goods shall have been properly and correctly stored and/or used by the Customer; and,
      4) TSS UK's liability for any such defects shall be limited stored in sub-clause (b) and (c) of this Clause.
      5) Unless product specific aging tests have been carried out and approved by the Customer, TSS UK shall not be liable for any claims with regards to cosmetic and /or visual changes to the product over time.

12 Limitation of Liability

a) The total and aggregate liability of TSS UK under or in connection with any Order is limited to 100% of any Order value. This limitation of liability shall apply notwithstanding anything to the contrary set forth elsewhere in any Order and irrespective of how any liability arises or is claimed, whether in contract, tort (including without limitation negligence) or otherwise at law. Notwithstanding the foregoing, nothing in the Terms shall operate so as to exclude or limit the liability of TSS UK for death or personal injury caused by TSS UK's negligence, for fraudulent misrepresentation or to the extent such exclusion or limitation is not permitted by law.

13 Intellectual Property

a) Any specification or formulae provided by the Customer shall remain the property of the Customer and TSS UK shall keep strictly confidential all such information relating to the specification or formula and shall not disclose the same to any third party unless otherwise agreed in writing.

b) Any specification, formulae, or manufacturing process provided by TSS UK shall remain the property of TSS UK and the Customer shall keep strictly confidential all such information relating to the specification or formula or manufacturing process and shall not disclose the same to any third party.

C) In the event that the use of the Goods or Service for any activity contemplated under this Contract infringes any trademark, patent or registered design, copyright, trade secret and proprietary or intellectual property rights belonging to a third party, TSS UK shall at its own expense use its reasonable endeavours either to modify the Goods or Service to be non-infringing or to obtain at its own expense for the Customer a license to continue using the Goods or Service provided that in the event that the parties reasonably agree that it is not possible either to modify the Goods or Service to be non-infringing or to obtain for the Customer a license to continue using the Goods or Service then the Customer will cease using the TSS UK's Goods or Service and all licenses granted hereunder will terminate forthwith, and the parties shall co-operate with respect to an orderly termination of the same.

The indemnity shall not apply to the extent that the Customer has manufactured the product in accordance with drawings, models or similar descriptions or information that were provided by the Customer.

14 Special Goods

a) In this Clause 'Special Goods' means goods made or adapted specifically to the Customer's design &/or specification.

b) TSS UK accepts no responsibility whatsoever for the accuracy or suitability of patterns, designs, dimensions, drawings, colours, particulars or specifications relating to Special Goods which shall be supplied by the Customer and TSS UK shall be entitled to accept the same as being without defect.

c) TSS UK shall have no responsibility for the quality or fitness of Special Goods for any particular purpose irrespective of whether such purpose is made known to us and the conditions implied by sections 13 to 15 of the Sale of Goods Act 1979 shall be excluded. The Customer undertakes to indemnify TSS UK and keep TSS UK fully effectively indemnified from and against all actions, proceedings, claims, costs, loss, damage or expense whatsoever, whether arising in contract or in tort which TSS UK may suffer or incur as a result of any defect in Special Goods, whether in quality, design, fitness for purpose or in any other way whatsoever unless the same is due directly to our negligence or the negligence of TSS UK's servants or agents.

d) The Customer represents and warrants to TSS UK that neither the Special Goods nor the manufacture thereof by TSS UK will infringe any patent, copyright, registered design or other proprietary right of any third party (third party rights) and the Customer further undertakes to indemnify TSS UK and keep TSS UK fully and effectually indemnified from and against all actions, proceedings, claims, costs, loss, and any amounts paid by TSS UK (upon legal advice) in settlement of any claim out of Court.

e) Special Goods (whether or not own-named branded or marked) not accepted by the Customer (for whatever reason) may be sold in the open market for such price as TSS UK may be able to obtain, and TSS UK may be reimbursed out of the proceeds, without prejudice to any further course of action by TSS UK for recovery.

15 Export Terms and Sanctions Compliance

a) The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into, or the provision of the Services, within the country of destination and for the payment of any duties on them.

b) Unless otherwise agreed in Writing between TSS UK and the Customer, the Goods shall be delivered "FCA" or "DAP" and, where applicable, TSS UK shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979 (as amended).

c) Unless otherwise agreed in Writing payment of all amounts due to TSS UK shall be made by irrevocable letter of credit in a form acceptable to TSS UK opened by the Customer in favour of TSS UK and confirmed by a London clearing bank acceptable to TSS UK.

D) The Customer agrees and undertakes that it will not use the goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity, prohibited military applications or purposes or in any way that would cause TSS UK to be in breach of financial or trade sanctions imposed against any destination;

E) The Customer agrees and undertakes that it will not export, re-export, re-sell, supply or transfer the goods to any destination or party subject to UN, EU, UK or US trade embargoes, or any destination or party if it is known or suspected that the goods are likely to be used for the purposes set out in D) above;

F) The Customer agrees and undertakes to comply with all applicable export and sanction laws, and will include the equivalent terms in its dealings with its customers; and,

G) agrees to fully indemnify TSS UK for all costs, expenses, liabilities, losses, damages, claims, proceeding, (including without limitation legal fees) incurred by or awarded against TSS UK arising out of or in connection with any breach of this section whether such a breach occurs directly or indirectly, with or without the knowledge of TSS UK.

TSS UK have right to terminate this Contract immediately and without penalty if it reasonably considers:

1. The Customer to have breached this clause; or
2. Performance of any aspect of this Contract by the Customer exposes TSS UK to the risk of contravening any sanctions or any sanctions undertakings that it has given to its customers or lenders.

16 Notices

a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may, at the relevant time, have been notified pursuant to this provision, to the party giving the notice.

17 Waiver

a) No failure or delay by TSS UK in enforcing or partially enforcing any provision of the Contract will be construed as a waiver of any of its rights under the Contract and no waiver by TSS UK of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

18 Severability

a) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

19 Contracts (Rights of Third Parties) Act 1999

a) The parties do not intend that anything contained within these Conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to them.

20 Assignability

a) The Customer shall not be entitled to assign the Contract or any part of it without the prior consent in Writing of TSS UK. TSS UK may assign the Contract or any part of it at any time to any person firm or company.

21 Force Majeure

a) TSS UK shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of TSS UK's obligations in relation to the Goods &/or Services, if the delay or failure was due to any cause beyond TSS UK's reasonable control, examples of which include, but shall not be limited to, an act of God, flood, fire, tempest, accident, pandemic, war, terrorism, civil disturbance, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, strikes, difficulties in obtaining raw materials, labour, fuel, parts or machinery or power failure or breakdown in machinery.

22 Remedies

a) Each right or remedy of TSS UK under the Contract is without prejudice to any other right or remedy of TSS UK.

23 Governing law

a) The Contract shall be governed by the laws of England, and the Customer agrees to submit to the jurisdiction of the English courts.