



Zircotec Standard B2B Terms and Conditions for Coating Services, ZircoFlex® Product Sales and Heat Shielding

Document No: Zir-TC-006
Issue No: 1
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Date: 31/03/2023

Unless it is agreed otherwise in writing, these Terms and Conditions shall apply to the supply of all Product (including ZircoFlex® heat shielding Product) and all Coating Services carried out by Zircotec Limited (hereinafter known as "Zircotec"), having its registered office c/o Zircotec Ltd, c/o The Old Chapel, Union Way, Witney, OX28 6HD. Registered in England and Wales, Number 06758654. VAT Number 945 1096 20.

1. Interpretation

1.1 In these Terms and Conditions:

"Customer" means the legal entity or person with whom these Terms and Conditions shall apply;

"Account" means a formal arrangement where a Customer, having met Zircotec's strict credit worthiness check, is allowed a specified level of credit and associated payment terms;

"Contract" means the relationship entered into between Zircotec and the Customer under these Terms and Conditions;

"Customer Parts" means those parts supplied by the Customer for processing;

"Coating Service" means the application of the required coating to Customer Parts, to include all of the processing operations, labour and material usage necessary to achieve the required coating;

"Product" means any material supplied by Zircotec, to include all ZircoFlex® heat shield materials and also the surface coating achieved as a result of the Coating Service;

"Product Price" means the latest price, prices or pricing structure agreed in writing between the Customer and Zircotec, or else as agreed verbally to be confirmed later in writing;

"Finished Parts" means those Customer Parts that are complete with the Product;

"Completion Date" means the date on which Zircotec shall aim to have Finished Parts;

"Order" means any instruction issued by the Customer (normally in writing) for the Coating Service or Product at the agreed Product Price;

"Commencement Date" means the date on which Zircotec is both in receipt of the Customer Parts and has accepted the Order;

"Standard Product" means any Product marketed on the current Zircotec website (www.zircotec.com) as being standard;

"Specialist Product" means any Product that is not a Standard Product;

"Tooling" means any special tools, jigs, fixtures, handling equipment, stillages or storage devices needed to process the Product;

"Confidential Information" means technical or commercial know-how, specifications, inventions, processes or initiatives, or any other proprietary intellectual property which are of a confidential nature and which have been disclosed by Zircotec or the Customer to the other in the course of the Contract, and any other confidential information concerning Zircotec or its products or services, including the Product Prices agreed between the Customer and Zircotec;

"Product Guarantee" means any guarantee, including any performance related guarantee or time-limited warranty arrangement, that may from time to time be offered to the Customer by Zircotec in relation to the Standard Product;

"Working Day" means a normal weekday (i.e. Monday to Friday) and excludes both weekends (i.e. Saturday and Sunday) and standard Public Holidays as published for England.

Zircotec and the Customer may be referred to herein collectively as "the Parties" and individually as "the Party". Words in the singular include the plural and in the plural include the singular.

2. Supply of the Product

2.1 Subject to these Terms and Conditions, the Customer shall be entitled to place an Order on Zircotec for the supply of the Product at the Product Prices.

2.2 These Terms and Conditions shall not apply to the provision of Tooling, for which separate terms and conditions shall apply.

2.3 Each Order shall be deemed to be a separate offer by the Customer to buy Products under these Terms and Conditions, which Zircotec shall be free to accept or decline at its absolute discretion. No Order submitted by the Customer shall be deemed to be accepted by Zircotec unless and until such acceptance is confirmed in writing by Zircotec or, if earlier, the Finished Parts are dispatched by Zircotec.

2.4 In the case of conflict between the Order and these Terms and Conditions, then these Terms and Conditions shall prevail.



2.5 The Customer shall be responsible for ensuring the accuracy of its Orders and for giving Zircotec any necessary information relating to the application and supply of the Product within a sufficient time to enable Zircotec to perform its obligations in accordance with these Terms and Conditions.

2.6 Zircotec shall supply the Customer with the requested quantity of the Product, provided that it is commercially reasonable for Zircotec to do so and provided that Zircotec has the available capacity to do so.

2.7 The Completion Date shall be agreed by the Parties upon Zircotec's acceptance of the Order.

2.8 In order to provide the upmost quality, consistency and coating performance, Zircotec requests that all parts are provided clean and disassembled. Zircotec is happy to work with contaminated or defective components, however this may require additional processing.

3. Product Prices

3.1 Any Product Prices quoted by Zircotec shall, unless otherwise specified, remain valid for 4 weeks and shall thereafter be subject to re-validation and possible revision.

3.2 Product Prices are exclusive of any Tax, duties or imposts chargeable thereon by any government or statutory body whatsoever, all of which shall be paid by the Customer. The Product Prices are exclusive of any packaging and shipping costs which shall be charged by Zircotec to the Customer at cost. For the avoidance of doubt, the Product Prices do not include VAT, though where appropriate VAT shall be charged by Zircotec at the prevailing rate.

3.3 Zircotec maintains a formal price list and pricing formula for all Standard Product, allowing Product Prices to be determined easily and quickly for standard turnaround times, whilst standard premiums shall apply to fast turnaround work.

3.4 A separate pricing formula is used to derive Product Prices for all Specialist Product, taking account of any specific Customer requirements.

3.5 Where Customer requirements deviate from those originally specified and agreed, then Zircotec shall have the right to revise its Product Prices to account for any additional work or more general disruption to other activities. This shall include but shall not necessarily be limited to any additional work required:

3.5.1 if Customer supplied details (e.g. dimensions & weights) are found to be incorrect;

3.5.2 Where the Customer parts have advanced corrosion;

3.5.3 where the Customer parts have a pre-existing coating that are likely to be difficult to remove (e.g. chrome and rubberised coatings);

3.5.4 where the Customer parts are found to be defective (e.g. cracked) and Zircotec subsequently agrees to arrange repair on the Customer's behalf; and, where the Customer parts are found to be contaminated with foreign debris that may impact and/or contaminate the Zircotec process (e.g. oil or dirt).

3.6 Zircotec shall normally amend its Product Price once in each year by such amount as it considers reasonable, or

more frequently, if Zircotec, in its reasonable discretion, considers the same to be justified by any material increase in its costs which is due to any factor beyond its reasonable control (e.g. a global increase in specific raw material prices). Zircotec shall promptly notify the Customer of any such increase.

4. Invoicing and payment

4.1 In the case of an Account Customer, Zircotec shall submit invoices to the Customer for its provision of the Product on or after the time the Finished Parts are available for shipment to the Customer. Zircotec may submit invoices in relation to the dispatch of full or part-complete Orders as it sees fit. Unless otherwise agreed, the payment in full of all invoices under these Terms and Conditions shall be due within 30 days of the delivery of goods to the Customer.

4.2 Where the Customer does not have an Account, cleared funds are required to be in Zircotec possession before Finished Parts are shipped or otherwise passed to the Customer. Zircotec shall store any Finished Parts until cleared funds are received by Zircotec. To avoid delay, payment may be taken at the time of Order, or may be taken via credit/debit card on completion of the Product by Zircotec.

4.3 The Customer shall pay all sums due to Zircotec in sterling unless otherwise agreed in writing prior to acceptance of the Order by Zircotec. In the case of payment in any other currency, Zircotec shall charge the Customer the cost of currency exchange together with any loss due to currency fluctuation between the date of invoice and date of payment.

4.4 If any payment is outstanding after the due date for payment then Zircotec shall: (a) charge an initial administration fee of 2% of the value of the unpaid invoice, or the sum of £50 if that is greater, (b) charge interest at the rate of eight percent (8%) above the base rate of HSBC from time to time in force on any and all amounts overdue from the due date to the date of payment; and/or (b) to suspend the fulfilment of any of its obligations and the exercise of any of the Customer's rights by notice in writing until payment in full (together with interest) is received.

4.5 Zircotec reserves the right to seek recovery of any monies remaining unpaid via debt collection Agencies and/or through the Small Claims Court, or through the County Court. Our normal practice is to hand such matters over to our lawyers who operate a turnkey debt recovery service. In such circumstances, the Customer shall be liable for all additional administrative and/or court costs.

4.6 Cash or Personal Cheque with Bankers Card, all major Credit/Debit Cards, Bankers Draft or BACS Transfer are all acceptable methods of payment, though the Customer should allow time for cleared funds to be available to Zircotec.

4.7 Returned cheques will incur a £25 charge to cover banking fees and administrative costs. In an instance of a second Returned cheque, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash transactions only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

5. Delivery and risk



5.1 In the case of Customer Parts that have been shipped or delivered to Zircotec for the application of the Product, risk shall at all times remain with the Customer until the goods have been received and accepted by Zircotec for the application of the Product, and then not until Zircotec has formally accepted the Order from the Customer.

5.2 Any date quoted for delivery of the Finished Parts is approximate only and Zircotec shall not be liable for any direct, indirect or consequential loss or expenses caused by delay in delivery. Time of delivery shall not be of the essence unless previously agreed. Delivery shall, in each case, be by such method as Zircotec and the Customer have agreed.

5.3 Where the Finished Parts are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by Zircotec to deliver any one or more of the instalments in accordance with these Terms and Conditions, or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Order as a whole repudiated.

5.4 Finished Parts (or any returned Customer Parts with or without the Product) shall be at the risk of the Customer from: (a) the time of delivery to the Customer by any courier of delivery service arranged by Zircotec; (b) at the time of collection from Zircotec by any courier or delivery service arranged by the Customer; or (c) when the Customer collects in person from Zircotec. In all cases, Zircotec shall fulfil its obligation to deliver when it makes the Finished Parts (or Customer Parts with or without Product) available to the Customer, or to the Customer's carrier for collection.

5.5 Property in the Product shall not pass to the Customer until Zircotec has received in cash or clear funds payment in full to cover the Product Prices together with all storage, transport, packing, insurance, exchange rate costs and all taxes. In the event of resale by the Customer of the Products, or of goods incorporating the Products, Zircotec's beneficial entitlement shall attach to the proceeds of sale or other disposal, so that such proceeds or any claim shall be assigned to Zircotec and until (and subject to) such assignment shall be held on trust in a separate identified account for Zircotec by the Customer who will stand in a strictly fiduciary capacity in respect thereof.

5.6 Where a Customer is arranging collection, Zircotec will inform the Customer when the Product is ready for collection. Zircotec shall then be entitled to immediately invoice the Customer irrespective of how long the Customer takes to arrange collection.

6. Defective Customer Parts

6.1 If Customer Parts are accepted by Zircotec but are subsequently found to be defective, then Zircotec shall cease all work on those Customer Parts and shall notify the Customer of the issue. Where possible, Zircotec shall advise the Customer on the appropriate course of action. e.g.

6.1.1 That it is (or is not) appropriate for Zircotec to continue to apply the Product, with or without an appropriate concession from the Customer;

6.1.2 That the Customer Parts should be inspected by the Customer prior to any decision on how to proceed;

6.1.3 That some or all of the Customer Parts should be returned to the Customer with (or without) any part-complete Product; and,

6.1.4 Whether it is possible for Zircotec to offer to arrange an appropriate repair.

6.2 In all cases, Zircotec shall be entitled to charge 10% of the value of the Order to cover administration expenses, plus a portion of the Product Price to cover any part of the Coating Service completed at the time that the Customer Parts were found to be defective. Alternatively, if there is an appropriate concession from the Customer, or if Zircotec can arrange an appropriate repair, then Zircotec shall be entitled to make an appropriate charge for any additional work incurred by Zircotec.

6.3 The actions detailed in this Clause 6 shall be taken as a variation to the Customer Order and shall not be not imply, nor be taken as, a cancellation of the original Order. Zircotec's Cancellation Policy, as detailed below, shall continue to apply.

7. Storage

7.1 Zircotec shall place Customer Parts and/or Finished Parts into storage whenever Zircotec is: (a) in receipt of Customer Parts that it cannot then process due to an instruction or lack of instruction by the Customer; (b) in possession of Customer Parts that have been part-processed by Zircotec but where work has stopped due to an instruction or lack of instruction by the Customer (e.g. due to cancellation or as a result of Customer Parts being found defective); or (c) in possession of Finished Parts that cannot then be released due to an instruction or lack of instruction by the Customer, or lack of payment by the Customer.

7.2 When Customer Parts or Finished Parts are put into storage, Zircotec shall take reasonable steps to contact the Customer for information or action that will allow the parts to be released from storage. Where this information or action is not forthcoming, or where a Customer simply cannot be contacted then Zircotec shall be entitled to charge for storage and ongoing administration effort.

7.3 In all cases, Customer Parts shall be stored free of charge for 10 Working Days. Thereafter, Zircotec shall be entitled to charge 5% of the Order value for every full week of storage beyond the initial free of charge period of storage.

7.4 Zircotec shall without notice be entitled to sell or otherwise dispose of any Customer Parts or Finished Parts that remain in storage for longer than six months and shall have the right to offset monies received against any overdue payment by the Customer. The Customer shall remain responsible for the balance of any overdue payment including storage charges defined in Clause 7.3.

8. Cancellation policy

8.1 No Order which has been accepted by Zircotec may be cancelled by the Customer except with the agreement in writing of Zircotec.

8.2 Customers shall give a minimum notice of one Working Day (24 hours) of their wish to cancel. Notification for instance, in person, via email, mobile phone 'text message' and/or fax, or any other means will be accepted subject to confirmation in writing. If Zircotec accepts a cancellation request, then it shall be entitled to charge 10% of the value of the Order to cover administration expenses, plus a portion of the Product Price to cover any



part of the Coating Service completed at the time that the cancellation was accepted by Zircotec.

- 8.3 Additional charges shall apply if the Customer, having successfully cancelled an Order, then requires the removal of any Product or wishes to choose and proceed with a different Product. The Customer shall accept that the removal of Product under these circumstances shall result in a rough and textured surface finish that is likely to be very different to the surface finish of the Customer Parts when they were delivered to Zircotec. In some cases it may not be possible to successfully remove product from the parts, or the parts may be at risk of significant damage as a result of the removal process. In this case, Zircotec shall not be liable for any damage caused to the Customer Parts.
- 8.4 Zircotec shall be entitled to cancel any other Orders placed by the Customer prior to the cancellation date, whether or not such Orders have been accepted by Zircotec, without incurring any liability of any nature to the Customer.
- 8.5 Following termination of any Contract and for a period of six months thereafter the Customer shall not directly or indirectly at any time do or say anything likely or calculated to lead any person firm or company to withdraw from Zircotec any rights now enjoyed by it or cease to be a customer of Zircotec.

9. Product quality

- 9.1 Any claim by the Customer which is based on any defect in the quality or condition of the Products or their failure to correspond with specification or any shortage in goods to which the Product has been applied shall (whether or not delivery is refused by the Customer) be notified to Zircotec within 7 days from the passing of risk in the Products to the Customer or (where the defect or failure was not apparent upon reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Customer does not so notify Zircotec, the Customer shall not be entitled to reject the Products and Zircotec shall have no liability for any such defect or failure, and the Customer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.
- 9.2 Where any valid claim based on any defect in the quality or condition of any of the Product (or any part of the Product), or failure to meet specification is notified to Zircotec in accordance with this Condition, the remedy of Zircotec will be to replace the defective products free of charge or, at Zircotec's sole discretion refund to the Customer the Product Price associated with the defective products, and in each case Zircotec shall have no further liability to the Customer.
- 9.3 The Customer shall be responsible for ensuring that any product or service sold or supplied by Zircotec that incorporates or makes use of any of the Product shall comply with all applicable regulations or codes of practice.
- 9.4 The Customer shall promptly pass to Zircotec details of any adverse comments or complaints relating to the use or performance of any of the Product or other services offered by Zircotec, whether received from its Customers or otherwise. The Customer shall assist Zircotec to investigate and address such comments or complaints, but shall not make any comment nor take any action without Zircotec's prior and express written authorisation.
- 9.5 Where the Customer is a Consumer; Zircotec shall be notified promptly of any issue with its supplied Product or

Coating Service and will be given an opportunity to take corrective action in accordance with this Clause 9, or in accordance with the Product Guarantee detailed in Clause 10. The Customer shall refrain from making or publishing any negative or defamatory comments with regard to Zircotec or the quality of its Products and Coating Service. The Customer shall note that a failure to work within the bounds of this Clause 9.5 shall render the Product Guarantee invalid (though this shall have no bearing on any statutory rights). Zircotec shall have the right to take legal action against any Customers making inaccurate or defamatory comments towards Zircotec, its Products or its Coating Service, and shall be free to seek appropriate damages from any such Customer.

10. Product Guarantee

- 10.1 In the case of Standard Product, Zircotec shall guarantee that any Product meets the latest specification published by Zircotec for that specific Product, and has been applied using Zircotec's proprietary processes and methods, to Zircotec's own high standard of quality and care.
- 10.2 In the case of Specialist Product, Zircotec shall guarantee that any Product meets the specification agreed with the Customer, and has been applied using the agreed processes and methods, to a reasonable standard of care, by appropriately skilled operators.
- 10.3 Where the Customer is a Consumer; any Standard Product shall be subject to Zircotec's then current Product Guarantee, copies of which shall be provided by Zircotec in respect of the Product supplied. This Product Guarantee seeks to meet Zircotec's obligations with regard to Consumer protection and associated statutory rights. Additionally, Zircotec shall honour this Product Guarantee if Business Customers are in the business of and do themselves process the sale of Standard Product to a Consumer, subject only to the Business Customer acting as the point of contact between the Consumer and Zircotec.
- 10.4 All other warranties, conditions, guarantees or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11. Trade Mark and Copyright Notice

- 11.1 The Customer is not permitted to make any use of the Zircotec Trade Marks without the prior written approval of Zircotec. Additionally, Zircotec may from time to time release material that is pre-approved for use by its Customer for the purposes of publicity and/or advertising (such as decals or technical information). The Customer shall not copy or reproduce any of this material without the prior agreement of Zircotec.
- 11.2 Zircotec reserves the right to brand all Standard Product with the Zircotec name and/or Logo; to include Zircotec branded literature and product information in any package that is returned to the Customer, and to use Zircotec branding on any packaging materials.
- 11.3 In the case of Specialist Product, there shall be no Zircotec branding on the Product or on any of the Finished Parts, though Zircotec reserves the right to use or apply Zircotec branding on any packaging materials.

12. Confidentiality

- 12.1 Customer records are regarded as confidential and therefore will not be divulged to any third party unless we



are legally required to do so to the appropriate authorities.

12.2 Each of the Parties shall: (a) keep in strict confidence all Confidential Information; and (b) ensure that any Confidential Information provided to it by the other Party is used solely for the purposes of the Contract.

12.3 Each of the Parties shall restrict disclosure of such Confidential Information to those of its employees, agents or sub-contractors as need to know it for the purpose of discharging that Party's obligations under the Order, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Party.

12.4 All materials, equipment and tools, drawings, specifications and data supplied by the Customer to Zircotec shall at all times be and remain the property of the Customer, but shall be held by Zircotec in safe custody and kept in good condition by Zircotec until returned to the Customer, and shall not be disposed of or used other than in accordance with a Customer Order.

12.5 Zircotec shall be allowed to maintain a photographic record of all Customer Parts on receipt by Zircotec and at key points during the Coating Service. Zircotec shall also be free to photograph Finished Parts prior to packing and return to the Customer. Such photographs form a key part of Zircotec's quality system and are stored electronically so that Zircotec can respond to any subsequent Customer enquiry. These photographs are considered Confidential Information and will not be disclosed to any third party without the prior approval of the Customer. Zircotec may use these photographs in its communications with the Customer and would normally refer the Customer to these photographs if there were any defects with regard to the Customer Parts; issues during the Coating Service; or concerns with regard to the Product on the Finished Parts.

12.6 Customers have the right to request sight of, and copies of any and all records relating to that particular Customer, on the proviso that we are given reasonable notice of such a request. We reserve the right to make a charge for this service to cover our administration costs.

12.7 Customers are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Customers with appropriate written information, hand-outs or copies of records as part of an agreed Contract, for the benefit of both Parties. In the case of Standard Product we shall also issue Customers with our Product Guarantee.

12.8 We will not sell, share, or rent personal information relating to a Customer or an associated member of staff to any third party, nor use an e-mail address for unsolicited mail. Any emails sent by Zircotec will only be in connection with the provision of the available services and products of Zircotec.

12.9 This clause shall not apply to information which: (a) is or becomes publicly available (otherwise than by a breach of any obligation of confidentiality); (b) is or becomes available to a Party other than pursuant to the Order and is free of any restriction as to its use or disclosure; (c) was known to a Party before the information was disclosed to it by the other Party; (d) the Parties agree in writing is not confidential or may be disclosed; or (e) is developed by a Party without direct or indirect access to, or use or knowledge of, the information disclosed to it by the other Party.

13. Liability/Force Majeure

13.1 In the event that any Product (or part thereof) is found to be faulty on delivery to the Customer then Clause 9 shall apply. Any Customer Parts or Finished Parts (or parts thereof) returned to Zircotec are returned at the Customer's risk and expense.

13.2 Subject to Condition 13.3: (a) Zircotec shall not be liable, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for: loss of profits; or loss of business; or depletion of goodwill or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and (b) Zircotec'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 this Contract shall be limited to: (a) £5,000 in the case of any application of Standard Product; (b) £10,000 in the case of Specialist Product; and (c) £50,000 in relation to any one Customer in any one year.

13.3 Nothing in these Terms and Conditions excludes liability for death or personal injury caused by negligence or fraudulent misrepresentation. The limit of liability shall not exceed £5,000,000 in any one year. The Customer's attention is particularly drawn to the provisions of this Condition 13 and is advised to affect insurance cover accordingly.

13.4 Zircotec shall have no liability in respect of any delay in performing, or any failure to perform, any of its obligations if the delay or failure was due to any cause beyond Zircotec's control.

13.5 Zircotec holds limited worldwide product liability insurance.

13.6 Neither party shall be liable to the other for any failure to perform any obligation which is due to an event beyond the control of such Party, including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of the Contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the Terms and Conditions contained herein.

14. Term and termination

14.1 These Terms and Conditions shall take effect on the acceptance of an Order by Zircotec.

14.2 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate any Contract immediately if the other Party commits a material breach of these Terms and Conditions and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach.

14.3 Zircotec may terminate a Contract immediately by giving the Customer notice in writing if: (a) the Customer has acted or failed to act in such a manner or that Zircotec considers it would be prejudicial or harmful to it, other



14.4 members of its group of companies, its name, reputation or brand for the appointment of the Customer to continue; (b) the Customer becomes insolvent, has a receiver appointed over the whole or any part of its assets, enters into a compound with its creditors, or has an Order made or resolution passed for it to be wound up (otherwise than in furtherance of a scheme of amalgamation or reconstruction), enters into administration; (c) the direct or indirect ownership or control of the Customer shall change from that existing at the date of the Contract; or (d) the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.5 These Terms and Conditions shall survive any termination of Contract.

15. Severance

15.1 If any provision within these Terms and Conditions (or part of any provision) is found by any court or other body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

16. Third party rights

16.1 Any legal entity or person who is not a Party, as defined within these Terms and Conditions, shall not have any rights under or in connection with them.

17. Variation

17.1 No variation to these Terms and Conditions set out in this document shall be effective unless made in writing by both Parties and, in the case of Zircotec, approved and signed by a current director

18. Customer relationship

18.1 Nothing in these Terms and Conditions creates a relationship of principal and agent between Zircotec and the Customer and neither Party is authorised to enter into a binding commitment on behalf of the other.

19. Law and jurisdiction

19.1 The Customer shall observe any applicable laws in any relevant country and shall be responsible for obtaining all necessary licences, permits or other authorisations required by the local laws in relation to the use of the Product.

19.2 These Terms and Conditions and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

19.3 The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.