

CASTLE CHEMICALS LIMITED

GENERAL CONDITIONS OF SALE

MARCH 2014 Edition

The Buyer's attention is drawn to the limitations of liability contained in this Agreement and in particular to the provisions of clause 14 below. The Buyer's attention is also drawn to the provisions of clause 18.1 which require the Buyer to examine the Goods promptly after delivery.

1. DEFINITIONS

In these Conditions:

- 1.1 "Castle" means Castle Chemicals Ltd (registered in Scotland under number SC157459) whose registered office is at 5 Logie Mill, Beverbank Office Park, Logie Green Road, Edinburgh EH7 4HH.
 - 1.2 "Buyer" means any person or persons, firm or firms, company or companies, authority or authorities who shall order or buy the Goods.
 - 1.3 "Contract" means the particular individual contract for the supply of the Goods by Castle to the Buyer.
 - 1.4 "Goods" means the goods or materials supplied or sold by Castle to the Buyer as specified in the Sales Order Confirmation.
 - 1.5 "Incoterms" means Incoterms 2000 as published by the International Chamber of Commerce in 1999 or such other edition in force at the date when the Contract is made.
 - 1.6 "Intellectual Property" means patents, registered and unregistered trademarks, registered designs, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, confidential information, business names, brand names, copyright and rights in the nature of copyright and design rights and get up, know how, domain names, inventions, service marks, and database rights and like rights wherever situated in the world.
 - 1.7 "Order" means an order placed for the Goods.
 - 1.8 "Sales Order Confirmation" means the document entitled sales order confirmation generated by Castle and sent by post, fax or e-mail by Castle to the Buyer.
 - 1.9 "Safety Legislation" means the Health and Safety at Work Act 1974 etc. The Consumer Protection Act 1987 and all regulations thereunder; The General Product Safety Regulations 2005 and all other legislation from time to time (including subordinate legislation and European Union and European Economic Area legislation to the effect that it has direct effect in Member States) imposing legal requirements with respect to the safety of goods the handling transportation storage or disposal of goods or goods incorporating the Goods and the health and safety of the users of the Goods.
 - 1.10 "Special Conditions" means such additional terms agreed from time to time in writing between Castle and the Buyer.
 - 1.11 "Time of Delivery" has the meaning given in Clause 7.5, 7.6 or 7.7 as the case may be.
 - 1.12 Reference to any statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
 - 1.13 To the extent of any conflict between these Conditions and the Special Conditions, the Special Conditions shall prevail.
 - 1.14 Reference to any Clause is to a clause of these Conditions.
 - 1.15 In this document and in any Special Conditions:
 - 1.15.1 the headings are for convenience only and shall not affect the interpretation of this document or those Special Conditions;
 - 1.15.2 the use of the plural shall include the singular and the use of the singular shall include the plural;
 - 1.15.3 references to the masculine, feminine or neuter genders shall include each and every gender.
- #### 2. APPLICABILITY OF TERMS
- 2.1 Unless otherwise expressly agreed in writing by Castle every Contract shall be governed in all respects by these Conditions and any Special Conditions. These Conditions shall apply in respect of any containers or pallets belonging to Castle which are used in connection with the delivery of the Goods. These Conditions shall apply to any

services that Castle supplies which are ancillary to the supply of the Goods to the maximum extent feasible.

- 2.2 Castle's quotation is not to be taken as an offer and no Contract shall take effect unless and until a Sales Order Confirmation has been despatched by Castle to the Buyer.
 - 2.3 Castle is prepared to receive the Buyer's Order by telephone, by fax or by e-mail but will accept no responsibility whatsoever for any error or omission in the transmission of the Buyer's Order.
 - 2.4 Castle shall be entitled to rely in all respects and in all circumstances on the contents of the Sales Order Confirmation as stating the quantity and grade of the Goods that are to be supplied. Accordingly, it shall be the Buyer's sole responsibility to check Sales Order Confirmation and to notify Castle forthwith after the receipt of the same where the Goods are not properly stated in the Sales Order Confirmation.
 - 2.5 Where there is a conflict between the Sales Order Confirmation and any quotation or estimate that Castle may have given, the Sales Order Confirmation shall always prevail.
 - 2.6 The Buyer acknowledges that these Conditions shall prevail over any qualification or condition purported to be imposed by the Buyer and any previous course of dealing between the Buyer and Castle.
 - 2.7 The Contract shall be based solely on these Conditions and any Special Conditions.
 - 2.8 The Buyer expressly agrees that these Conditions and any Special Conditions shall take precedence over any contractual provisions proffered by the Buyer. Castle shall not be bound by and does not agree to any contractual provisions proffered by the Buyer save to the extent, if any, that Castle expressly agrees to the same in writing. The Buyer agrees that no actions taken by Castle shall be interpreted as Castle accepting any contractual provisions proffered by the Buyer.
- #### 3. PUBLICATIONS AND REPRESENTATIONS
- 3.1 All descriptions, illustrations and information contained in (i) Castle's catalogues, price lists, advertising matter and other publications and (ii) labels attached or affixed to Castle's containers and packaging or any other collateral item relating to the Goods shall be regarded as approximate only and are to present merely a general idea of the Goods described in them and shall not form part of the Contract or be deemed to import any warranty regarding the Goods unless and to the extent that the contrary is expressly agreed in writing by Castle.
- 3.2 The Buyer acknowledges that in entering into the Contract, it has not relied upon any oral or written representations undertakings or warranties made by or on behalf of Castle save to the extent that any such representation is set forth in writing and expressly included in the Contract.
- 3.3 Nothing in the Contract shall be taken to exclude Castle's responsibility in the case of a fraudulent misrepresentation made by Castle or for which Castle is liable.
- #### 4. PRICES
- 4.1 Save as otherwise agreed in writing by Castle or as indicated in the Sales Order Confirmation or any Special Conditions, the price of the Goods will be that prevailing at the Time of Delivery. Save to the extent that the contrary may be stated in the Sales Order Confirmation, the price of the Goods is stated as a price per tonne, litre or kilogram as appropriate. Save to the extent that the contrary may be stated in the Sales Order Confirmation, the price of the Goods shall exclude transportation, insurance, delivery and unloading.
- 4.2 Save as expressly stated otherwise by Castle in writing,

prices are quoted by Castle exclusive of VAT, which Castle shall add at the appropriate prevailing rate.

4.3 Castle shall be entitled to charge the Buyer interest on any sums paid late under a Contract from the due date until the date of payment. Such interest shall be calculated on a daily basis at the rate of three per cent (3%) above the base lending rate of National Westminster Bank plc from time to time prevailing, as well after as before any judgement.

4.4 Where the price of an element of power, fuel, raw material or transport used or contracted for by Castle to manufacture the Goods increases above the price payable as at the date of the Contract then Castle may increase the price payable by the Buyer by a commensurate amount calculated by Castle acting reasonably and taking into account that increase and the proportionate amount of that element within the total manufacturing cost of the Goods. Castle shall notify or e-mail the Buyer of the said increase in the price of the Goods. The Buyer may terminate the Contract by giving notice to Castle promptly after receipt of any such notice or e-mail. Where the Buyer does not terminate the Contract promptly after receipt of any such notice or e-mail and in any event twenty four (24) hours before the time that the Goods are scheduled to leave Castle's premises, the Buyer shall be bound to accept the delivery of the Goods at the new price.

5. RESERVATION OF TITLE – RISK AND PROPERTY

5.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the Time of Delivery.

5.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until Castle has received in cash or cleared funds payment in full of the price of the Goods.

5.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Castle's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Castle's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

5.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in separate identifiable existence and have not been resold) Castle shall be entitled at any time to require the Buyer to deliver up the Goods to Castle and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

5.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Castle, but if the Buyer does so all monies owing by the Buyer to Castle shall (without prejudice to any other right or remedy of Castle) forthwith become due and payable.

6. PAYMENT

6.1 Castle shall be entitled to submit an invoice to the Buyer at any time on or after the Time of Delivery.

6.2 The Buyer shall pay Castle's invoice in full by the 20th day of the month following the month in which an invoice is issued by Castle.

6.3 Notwithstanding the provisions of Conditions 6.1 and 6.2 Castle reserves the right (in Castle's absolute discretion) to require payment in full for the Goods on or before the Time of Delivery or otherwise to change any credit facility from time to time given to the Buyer.

6.4 The Buyer shall make no deduction from the invoice price on account of any set-off, claim or counter-claim unless both the validity and the amount thereof have been admitted by Castle in writing.

6.5 Where Castle at any time invoices the Buyer in relation to any Goods supplied in instalments pursuant to condition 8.1 below, then the Buyer acknowledges and agrees that the Buyer shall make payment to Castle in relation to any stage payment invoice in accordance with condition 6.2 above and will not under any circumstances seek to set off, deduct or counterclaim against any

payment due to Castle in relation to any claim that the Buyer may then or later have against Castle in respect of any Goods supplied or to be supplied by Castle which are not the subject of that stage payment invoice.

7. DELIVERY

7.1 Where Castle agrees or states a specified delivery date, Castle shall use reasonable endeavours to deliver on or before the relevant date, but Castle shall be under no obligation to do so.

7.2 Castle shall not be obliged to make delivery at any specified time. The Buyer shall be obliged to accept any delivery during the hours of 8:30 a.m. and 4:30 p.m. on a day on which the banks are open for a full range of transactions in the territory in which the Buyer is situated (the "Normal Delivery Hours"). If the Buyer requests that delivery take place at a specified time or outside the Normal Delivery Hours and the same is recorded in the Sales Order Confirmation, Castle will use its reasonable endeavours to deliver at the specified time. Castle may charge an additional amount for such delivery, at Castle's absolute discretion.

7.3 Time shall not be of the essence with respect to any of Castle's obligations arising under the Contract.

7.4 Castle shall not be liable in respect of any loss incurred by the Buyer arising from any delay in delivery of the Goods or performance of any service.

7.5 Where the Goods are delivered by Castle by road tanker or similar vehicle, the Time of Delivery shall be when the Goods pass the final flange on the road tanker.

7.6 Where the Goods are delivered by Castle by drum or other container, the Time of Delivery shall be when the Goods are removed from the transporting vehicle.

7.7 Where the Goods are collected from Castle by drum or other container, the Time of Delivery shall be when the Goods are lifted over the side of the transporting vehicle.

7.8 Where the Goods are collected from Castle's storage tank or site, in a road tanker or similar vehicle, the Time of Delivery shall be when the Goods pass the final flange of Castle's storage tank.

7.9 Where the Goods are delivered in some manner other than as specified in Conditions 7.4, 7.5, 7.6 or 7.8 above, the Time of Delivery shall be when the Goods leave Castle's premises.

7.10 The provisions of Conditions 7.4, 7.5, 7.6, 7.8 and 7.9 above are subject to any contrary provision of the Sales Order Confirmation which may specify a different Time of Delivery. Without limitation, the Sales Order Confirmation may specify that an Incoterm applies in which event the Time of Delivery shall be when delivery is effected as stated in that Incoterm (and if none is so stated, then in accordance with the provisions of Conditions 7.4, 7.5, 7.6, 7.8 and 7.9 above).

8. DELIVERY BY INSTALMENTS

8.1 Castle shall be entitled to deliver the Goods by instalments. Each instalment shall be treated as if it constituted a separate and distinct contract between Castle and the Buyer.

8.2 Any failure, suspension or delay by Castle in respect of any part-delivery of the goods or the discovery of any defect in any of the Goods so delivered shall not entitle the Buyer to cancel the remainder of the contract and shall not affect the obligations of the Buyer in respect of the remainder of the Goods or the remainder of the Contract.

9. SUITABILITY OF STORAGE AND OFFLOADING FACILITIES

Castle reserves the right at any time to refuse to make delivery of the Goods if in its sole opinion the storage and offloading facilities proposed by the Buyer are inadequate or unsuitable. Where the Goods are delivered by Castle such delivery shall in no way constitute a commitment or representation by Castle as to the adequacy or suitability of the Buyer's storage or offloading facilities. The Buyer shall at all times be solely responsible and liable to ensure that the Buyer's storage and offloading facilities are adequate and suitable.

10. FAILURE TO ACCEPT DELIVERY WHEN TENDERED

10.1 Where any delay in delivery of the Goods is caused by the Buyer, Castle shall be entitled to charge the Buyer all proper costs arising out of such delay including without limitation the cost of returning the Goods to Castle's premises, of storing the Goods and of re-delivering the Goods.

10.2 Where any delay in delivery of any services is caused by the Buyer, Castle shall be entitled to charge the Buyer all proper costs arising out of such delay including without limitation the wasted cost of having men and materials ready to deliver the service.

10.3 Notwithstanding Conditions 10.1 and 10.2 above, and subject to any contrary provision that Castle may agree to in writing, the Buyer shall be entitled to re-schedule on not more than one occasion delivery of the Goods by giving Castle reasonable notice so to do.

11. FORCE MAJEURE AND HARDSHIP

11.1 In this Clause 11, "Force Majeure Event" means an event wholly beyond the reasonable control of the party claiming the benefit of this Clause 11 (including its sub-contractors) including, without limitation, act of God, war, riot, civil commotion, compliance with a law or governmental order, rule, regulation or direction, fire, flood, storm, riot, strike or other industrial action (including without limitation strike or other industrial action by the employees of the party claiming the benefit of this Clause 11), failure by any statutory undertaker, utility company, local authority or like body to provide services, any failure, shortage or significant price increase of power, fuel, raw material or transport, and any act or omission of any third party to the extent that performance of any obligation of the party claiming the benefit of the Clause relies thereon.

11.2 Neither party shall be under any liability to the other party in respect of any failure to perform or delay in performing any of its contractual obligations to the other party (other than an obligation to pay monies) attributable to any Force Majeure Event and no such failure or delay shall be deemed for any purpose to constitute a breach of contract. The party seeking to take advantage of this Clause 11 shall:

11.2.1 give the other party notice as soon as reasonably practicable of the said Force Majeure Event; and

11.2.2 use and continue to use its reasonable endeavours to overcome the said Force Majeure Event and to minimise the said failure or delay.

12. TERMINATION

12.1 If:

12.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or has an administrator or administrative receiver appointed over the whole or any part of its assets; or

12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

12.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

12.1.4 Castle reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or

12.1.5 any event takes place in any jurisdiction other than England which is analogous to any of the above under this Clause 12.1; or

12.1.6 the Buyer is in breach of any material provision of the Contract and fails to remedy such breach within thirty (30) days of a notice from Castle indicating the breach and requiring the Buyer to remedy the same.

12.2 Where Clause 12.1 applies then, without prejudice to any other right or remedy available to Castle, Castle shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer.

12.3 Where Clause 12.1 applies and if the Goods have been delivered but not paid for, the price shall become

immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12.4 The Buyer may terminate the Contract at any time not less than twenty four (24) hours before the time that the Goods are scheduled to leave Castle's premises provided always that where the Buyer exercises this right, the Buyer shall be liable to compensate Castle for costs incurred prior to receipt by Castle of notice of such termination. Castle may issue an invoice for such costs at any time after such notice of termination has been received.

13. VARIATION IN SPECIFICATION

13.1 Castle's only responsibility shall be to deliver Goods in accordance with any formal written specification referred to in the relevant Sales Order Confirmation. If the Buyer wishes an alternative specification the Buyer must raise that issue prior to the Contract being entered into.

13.2 Castle shall be responsible for ensuring that the Goods when supplied are in accordance with the specification.

Castle shall not be obliged to undertake any tests not relating to the specification. Without limitation, Castle shall not be under any obligation to test for any contaminant not envisaged by the specification. The Buyer shall in accordance with good manufacturing principles also check that the Goods meet the specification prior to using the Goods or supplying the Goods to a third party.

13.3 Where the Goods are pre-packaged goods that are sold on by Castle in the same packaging as they are bought by Castle, then in place of Conditions 13.1 and 13.2 above, Castle's only obligation shall be to use its reasonable endeavours to pass on to the Buyer the warranties given to Castle by the seller of the Goods to Castle.

13.4 Castle may by giving written notice or e-mail to the Buyer vary the specification of the Goods at any time. The Buyer may terminate the Contract by giving notice promptly after receipt of any such notice or e-mail.

14. LIABILITY

14.1 Save as expressly provided in these Conditions or in any individual Contract, all terms, conditions and warranties implied by statute, common law or otherwise howsoever arising are excluded to the fullest extent permitted by law. The Buyer is solely responsible for satisfying itself and others as to the suitability of the Goods for any particular purpose and the Buyer acknowledges that it is relying solely on the Buyer's own skill and judgement and not Castle's in determining such suitability. Castle warrants that the Goods will comply with the specification previously supplied to the Buyer, as further provided for in Clause 13 above. If no specification has previously been supplied to the Buyer, a specification will be supplied to the Buyer on request and Castle warrants that the Goods will comply with that specification.

14.2 Castle's charges to the Buyer are determined on the basis of the exclusions from and limitations of liability contained in the Contract. The Buyer expressly agrees that these exclusions and limitations are reasonable because of (amongst other matters) the likelihood that the amount of damages awardable to the Buyer for a breach of Contract by Castle may be disproportionately greater than the price of the Goods.

14.3 The following provisions in this Clause 14 set out Castle's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Buyer in respect of:

14.3.1 a breach of Castle's contractual obligations;

14.3.2 a tortious act or omission for which Castle is liable;

14.3.3 an action arising out of a misrepresentation made by or on behalf of Castle;

arising in connection with the performance or contemplated performance of the Contract or out of an act done or omission made as a consequence of the entry into by Castle of the Contract.

14.4 The total liability which Castle shall owe to the Buyer and in respect of all claims shall not exceed the price of the Goods.

14.5 Castle shall in no circumstances be liable to the Buyer for

any pure economic loss, loss of profit, loss of business and like loss. Castle shall in no circumstances be liable to the Buyer for any indirect loss.

14.6 The Buyer shall only be entitled to bring a claim against Castle where the Buyer issues legal proceedings against Castle within the period that is the lesser of (i) the shelf life of the Goods and (ii) the period of twelve (12) months commencing on the date upon which the Buyer ought reasonably to have known of its entitlement to bring such a claim.

14.7 The exclusion of liability referred to in this Clause 14 does not apply so as to exclude or limit Castle's liability for:

14.7.1 death or personal injury resulting from the negligence of Castle, its servants or agents; or

14.7.2 damage for which Castle is liable to the Buyer under Part I of the Consumer Protection Act 1987 and where the Buyer acts as a consumer pursuant to that Act;

14.7.3 breach of Castle's implied undertaking as to title to the Goods contained in Section 12 of the Sale Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

save that nothing in this Clause 14 shall confer a right or remedy upon the Buyer to which the Buyer would not otherwise be entitled.

14.8 The exclusions from and limitations of liability set out in this Clause 14 shall be considered severably. The validity or unenforceability of any one paragraph or sub-paragraph of this Clause 14 shall not affect the validity or enforceability of any other part of this Clause 14.

14.9 The provisions of this Clause 14 shall survive the termination of the whole or a Part of the Contract.

15. SAMPLES

Except where the Goods are specifically ordered in writing against samples supplied by Castle and the Sales Order Confirmation expressly refers to those samples, any and all samples supplied by Castle are supplied for information only. Where the Buyer requires an additional warranty that the Goods comply with such a sample, the Buyer must communicate the same to Castle prior to the issue of a Sales Order Confirmation. The Sales Order Confirmation shall refer to any additional warranty (in the form of an additional specification) to which Castle may agree. Castle does not give any further warranty about compliance of the Goods with any sample other than in respect of the specification contained in the Sales Order Confirmation.

16. CONTAINERS AND PALLETS

16.1 This Clause 16 shall only apply where containers or pallets belonging to Castle are used in connection with the delivery of the Goods.

16.2 The value of all chargeable containers or pallets used in connection with the delivery of the Goods will be shown as a separate item on Castle's sales invoice for the Goods and shall be paid for in full by the Buyer when payment for the Goods is due.

17. INTELLECTUAL PROPERTY

The supply of any of the Goods by Castle shall not give the Buyer any rights whatsoever in respect of any Intellectual Property owned, used or enjoyed by Castle in connection with the Goods.

18. CLAIMS

18.1 The Buyer shall inspect the Goods as soon as is practicable after the Time of Delivery and shall give to Castle and the carrier in writing before the end of the next working day after the Time of Delivery notice of any claim for any defect, shortage, damage or loss to the Goods whilst in transit. If the Buyer fails to do so, the Goods shall be conclusively presumed to have been received and accepted by the Buyer without any claim for any defect, shortage, damage or loss.

18.2 The provisions of this Clause 18 shall only apply where any claim for any defect, shortage, damage or loss to the Goods is apparent on visual inspection.

19. HEALTH AND SAFETY AT WORK

19.1 Castle undertakes to comply with health and safety

legislation. Where required by such legislation, Castle will supply safety data sheets and other information regarding the health and safety attributes of the Goods.

19.2 The Buyer will comply with health and safety legislation. In particular but without limitation, the Buyer shall fully and effectually indemnify Castle against any claims or proceedings resulting from any injury, loss or damage caused by:

19.2.1 an Unexpected Defect in the Goods

19.2.2 a failure to use the Goods in accordance with the current health

and safety legislation or with any information regarding the health and safety attributes of the Goods supplied by or on behalf of Castle (whether such failure is on the part of the Buyer's employees, contractors or agents, or a third party to whom the Buyer has supplied the Goods).

In this Clause 19.2, an "Unexpected Defect" means a defect in the Goods other than a failure by the Goods to meet the specification indicated in the Sales Order Confirmation.

19.3 The Buyer undertakes to ensure that all information provided or made available by Castle to the Buyer concerning the use, handling, processing, storage or transportation of the Goods (hereinafter the "Use of the Goods"), including without limitation all information concerning any risks to health or safety to which the Use of the Goods may give rise and any conditions necessary to ensure that the Use of the Goods will be without risks to health, shall be brought to the attention of all employees of the Buyer and others involved in the Use of the Goods.

The Buyer undertakes further to impose a similar requirement upon any third party to whom the Goods are sold or supplied.

19.4 The Buyer shall promptly inform Castle of any incident of which the Buyer becomes aware in which the Use of the Goods has or may have given rise to risks to the health or safety of any person.

20. EXPORT SALES

20.1 The provisions of this Clause 20 shall apply only where the Sales Order Confirmation indicates that an Incoterm applies to the Contract.

20.2 The sale of the Goods is subject to the Incoterm (if any) stated in the Sales Order Confirmation. In the event of any conflict between the provisions of Incoterms and these Conditions, then (subject only to the provisions of Clause 7.10) these Conditions shall prevail.

20.3 It is hereby agreed between the parties that the United Nations Convention on Contracts for the International Sales of Goods shall not apply to any Contract pursuant to these Conditions.

20.4 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of Goods into the country of destination and for the payment of any duties on them.

20.5 Unless otherwise agreed in writing, Castle shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

21. ASSIGNABILITY

The Buyer shall not be entitled to assign the benefit or burden of the whole or any part of any Contract without the prior written consent of Castle. Castle may sub-contract the performance of its obligations as it sees fit, provided always that Castle shall remain responsible for the acts and omissions of its subcontractors.

22. WAIVER

Save in respect of a waiver granted in writing, the failure of Castle at any time to enforce a provision of the Contract shall not be deemed a waiver of such provision or of any other provision of the Contract or of Castle's right thereafter to enforce that or any other provision of the Contract.

23. SEVERABILITY

If a provision in the Contract is determined by a Court or tribunal of a competent jurisdiction to be wholly or partly unenforceable for any reason:

23.1.1 such unenforceability shall not affect the rest of the Contract; and

23.1.2 the parties shall in good faith amend and if necessary novate the Contract to reflect as near as may be the spirit and intention behind such unenforceable provision or provisions so that the same comply with the laws of that jurisdiction.

24. STATUS

Nothing in these Conditions shall create any joint venture, agency or partnership between Castle and the Buyer.

25. VARIATIONS

All variations to any Contract or to these Conditions must be made in writing and be signed by both parties.

26. THIRD PARTY RIGHTS

The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to the Contract and the Contract shall not confer any right on a Third Party under that Act or otherwise.

27. PROPER LAW

Every Contract to which these Conditions apply shall be construed and take effect in accordance with the laws of England and the parties hereby accept the exclusive jurisdiction of the English Courts.