DURA PUMP
PERFORMANCE UNDER PRESSURE

DURA PUMP LTD TERMS AND CONDITIONS

This agreement is entered into on the date that the Customer (as defined below) returns to Dura Pump a Credit Account Application Form completed to Dura Pump's satisfaction (the **Effective Date**),

BETWEEN

(1) **DURA PUMP LTD** incorporated and registered in England and Wales with company number 09575966 whose registered office is at 4 Scotia Close Scotia Close, Brackmills Industrial Estate, Northampton, England, NN4 7HR (**Dura Pump**); and

(2) the legal entity whose details are set out in the completed Credit Account Application Form to which these terms and conditions were attached (**Customer**),

each a **party**, together the **parties.**

BACKGROUND

(A) Dura Pump is in the business of providing the Services (as defined below).

(B) The Customer wishes to obtain and Dura Pump wishes to provide the Services on the terms set out in this agreement.

Agreed terms

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this agreement:

Applicable Laws: all applicable laws, statutes, and regulations from time to time in force.

Assumptions: the assumptions detailed in the Quotation on which Dura Pump bases the information set out in any Quotation, any Design, any advice provided to the Customer, and the Charges.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 7.00 am to 4.00 pm on any Business Day.

Charges: the charges payable for the Services as set out in the Quotation.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls**, **controlled** and the expression **change of control** shall be construed accordingly.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Dura Pump in connection with or during the provision of the Services, including the items provided pursuant to clause 5.1(c).

Effective Date: as defined above.

Hardware: the hardware to be supplied to the Customer as described in each relevant Quotation.

Maintenance Charges: the charges for the Maintenance Services as described in each relevant Quotation.

Maintenance Services: as defined in Schedule 3.

Premises: the premises described in each Quotation in respect of which the Services are to be provided.

Professional Services: the professional services to be provided by Dura Pump to the Customer as described in Schedule 1 and each relevant Quotation.

Quotation: a quotation document prepared by Dura Pump and accepted by the Customer under which the Customer purchases Services, detailing the specific Services being purchased, the Charges, the relevant Premises and any other relevant details.

Services: any or all of the following services:

(a) Professional Services (as set out in Schedule 1);

(b) Supply of Hardware (as set out in Schedule 2); and/or

(c) Maintenance Services (as set out in Schedule 3).

Software: Dura Pump's software system known as Velocity Sentinam.

Third Party Hardware: Hardware that is manufactured by third parties, not Dura Pump.

VAT: value added tax chargeable in the UK.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules. In the event of any conflict between the Schedules and the main body of this agreement, the Schedules shall prevail.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

1.8 This agreement shall be binding on, and to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.

1.11 A reference to writing or written includes email.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.

1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.15 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

2.1 This agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with clause 10 (Termination), until either party gives to the other party written notice to terminate. Notice served in accordance with this clause shall only expire when all Quotations active at the point at which notice is served are completed, expired, and/or terminated.

2.2 If there are no uncompleted Quotations as at the date notice to terminate is served under clause 2.1, such notice shall terminate this agreement with immediate effect.

2.3 The parties shall not enter into any further Quotations after the date on which notice to terminate is served under clause 2.1.

2.4 The Customer may procure any of the Services by agreeing a Quotation with Dura Pump pursuant to clause 3 (Quotations).

2.5 Dura Pump shall provide the Services from the date specified in the relevant Quotation.

3. Quotations

3.1 Each Quotation shall be agreed in the following manner:

(a) the Customer shall ask Dura Pump to provide any or all of the Services and provide Dura Pump with as much information as Dura Pump reasonably requests in order to prepare a draft Quotation for the Services requested;

(b) following receipt of the information requested from the Customer, Dura Pump shall, as soon as reasonably practicable either:

(i) inform the Customer that it declines to provide the requested Services; or

(ii) provide the Customer with a draft Quotation.

(c) if Dura Pump provides the Customer with a draft Quotation pursuant to clause 3.1(b)(ii), Dura Pump and the Customer shall discuss and agree that draft Quotation; and

(d) acceptance of a Quotation occurs on the earlier of: (i) written acceptance by the Customer (including acceptance by email referencing the Quotation), or (ii) provision of a purchase order referencing the relevant Quotation. No Services or order for Hardware will be commenced by Dura Pump without such acceptance.

3.2 Quotations are valid for the period of validity stated therein. No acceptance after the expiry of the validity period will bind Dura Pump unless expressly agreed, and Dura Pump reserves the right to revise any terms and charges.

3.3 Once a Quotation has been agreed and accepted in accordance with clause 3.1(d) it shall form a part of this agreement and no amendment shall be made to it except in accordance with clause 14 (Variation).

3.4 Once a Quotation is accepted pursuant to clause 3.1(d), the Customer is committed to the order and may not cancel or withdraw from the order except with the written consent of Dura Pump. In the event of cancellation, the Customer shall remain liable for all costs (including, but not limited to, for parts ordered, labour incurred, costs and charges owed to third parties (including any handling charges) and associated expenses) reasonably and irrevocably incurred by Dura Pump up to the cancellation date, and Dura Pump shall be entitled (in its sole and absolute discretion) to charge an additional handling charge of 35% of the Quotation value.

3.5 Each Service provided under each Quotation shall commence and continue in accordance with the terms of the Schedule relevant to that Service.

4. Dura Pump's responsibilities

4.1 Dura Pump shall use reasonable endeavours to provide the Services to the Customer, in accordance with the Quotation in all material respects.

4.2 Dura Pump shall use reasonable endeavours to meet any performance dates specified in the Quotation but any such dates shall be estimates only and time for performance by Dura Pump shall not be of the essence of this agreement.

4.3 Dura Pump shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Premises and that have been communicated to it under clause 5.1(d), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

4.4 In performing its obligations under this agreement, Dura Pump shall comply with the Applicable Laws.

5. Customer's obligations

5.1 The Customer shall:

(a) co-operate with Dura Pump in all matters relating to the Services;

(b) provide for Dura Pump, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's Premises, office accommodation, data and other facilities as required by Dura Pump including any such access as is specified in a Quotation;

(c) provide to Dura Pump in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under the Quotation or otherwise reasonably required by Dura Pump in connection with the Services and ensure that they are accurate and complete in all material respects;

(d) inform Dura Pump of all health and safety and security requirements that apply at the Premises;

(e) ensure that all the Customer's equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

(f) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Dura Pump to provide the Services, including in relation to the installation of Hardware, the use of all Customer Materials and the use of the Customer's equipment, in all cases before the date on which the Services are to start;

(g) keep and maintain Dura Pump's equipment and the Hardware in good condition and in accordance with Dura Pump's instructions from time to time and not dispose of or use Dura Pump's equipment other than in accordance with Dura Pump's written instructions or authorisation; and

(h) comply with any additional responsibilities of the Customer as set out in the relevant Quotation.

5.2 Dura Pump shall not be liable for any failure or delay in performing its obligations under this agreement caused by the following:

(a) any act or omission of the Customer, its agents, subcontractors, consultants or employees, including any failure or delay by the Customer in performing its obligations as set out in this agreement (including without limitation the Customer not providing the resources, access to personnel, Premises or

systems, or information or feedback, required for Dura Pump to perform the Services);

(b) any act or omission of any third-party not acting under the authority or control of Dura Pump;

(c) any request by the Customer to change the scope of the Services;

(d) any of the Assumptions are found to be or become inaccurate or incorrect; or

(e) any force majeure event,

(each a **Relief Event**).

5.3 If a Relief Event causes a delay in or prevents Dura Pump's performance of the Services, then Dura Pump will be entitled to a reasonable extension of time for performance of those parts of the Services affected by that Relief Event.

5.4 If Dura Pump can demonstrate that the Relief Event has resulted in an increase in cost to Dura Pump of carrying out its obligations under this agreement, Dura Pump may at its sole discretion increase the Charges by an amount not exceeding any such demonstrable cost. Dura Pump may invoice the Customer for any additional monies that become payable in this way within 30 days of demonstrating the increase in costs.

6. Charges and payment

6.1 In consideration of the provision of the Services by Dura Pump, the Customer shall pay the Charges to Dura Pump.

6.2 Dura Pump shall be entitled to make payment applications to the Customer on the basis set out within the Quotation ("Payment Application"). Dura Pump's Payment Application may take the form of an invoice stating the Charges payable submitted to the Customer.

6.3 The due date for payment of any Payment Application shall be the date on which the Payment Application is received by the Customer ("Due Date"). A Payment Application shall be deemed to have been received by the Customer on the same day if sent by Dura Pump by email or after 2 Business Days if having been sent by first class post.

6.4 Within 10 days of the Due Date for payment the Customer shall notify Dura Pump in writing ("Payment Notice") if it disagrees with the notified sum set out within the Payment Application and if it does it shall give its reasons for doing so.

6.5 The final date for payment of either the notified sum stated in the Payment Application, or the sum stated in the Payment Notice as the case may be, shall be 30 days following the due date for payment, unless a different period is specified in the Quotation ("Final Date for Payment").

6.6 Where the Customer intends to pay less than the notified sum as stated within Dura Pump's Payment Application, or as set out within the Customer's Payment Notice, then the Customer shall issue a Pay Less Notice to Dura Pump within 3 days of the Final Date for Payment specifying the sum it considers to be due to Dura Pump at the date that notice is given and the basis upon which the sum stated therein has been calculated.

6.7 In relation to any Payment Notice, or Pay Less Notice, it is immaterial that the amount then considered to be due may be zero.

6.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Dura Pump any sum due under this agreement by the Final Date for Payment:

(a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

(b) Dura Pump may may issue a notice ("Suspension Notice") to the Customer stating that if the Customer's failure to make the payment continues for 7 days following receipt of the Suspension Notice, then Dura Pump shall be entitled to suspend the performance of its obligations under this agreement either in part

or in full until payment (including the interest referred to in clause 6.8(a)) has been received by Dura Pump in full; and

(c) Where Dura Pump exercises its right of suspension under clause 6.8 (b) it shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of exercising that right.

6.9 All sums payable to Dura Pump under this agreement:

(a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) other than where either a Payment Notice has been issued pursuant to clause 6.4, or a Pay Less Notice has been issued pursuant to clause 6.6, the notified sum in any Payment Application shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual property rights

7.1 The Customer acknowledges and agrees that Dura Pump (or its third party licensors) owns all intellectual property rights in the Services, Software and any Hardware. Except as expressly stated in this agreement, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Software and any Hardware.

7.2 Dura Pump confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

7.3 The Customer grants Dura Pump the right to use the Customer's name and logo in its customer lists, or on its website and/or marketing materials showing the Customer is a customer of Dura Pump.

8. Confidentiality

8.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party regardless of the form in which it is transmitted or recorded (including without limitation oral, written, demonstration or inspection, whether directly or indirectly) which is marked as confidential at the time of disclosure or which is either described as confidential or which should be reasonably considered as confidential given the nature of the information and the circumstances of disclosure, except as permitted by clause 8.2.

8.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

8.4 Each party shall promptly notify the other in writing if it becomes aware of any breach of confidence by any person to whom that party has divulged all or any part of the confidential information and shall give the injured party all reasonable assistance in connection with any proceedings which the injured party may institute against such person for breach of confidence.

8.5 Clause 8.1 shall not apply to any confidential information to the extent that:

(a) such confidential information is or becomes publicly available (other than through a breach of this agreement); or

(b) a party can show that such confidential information was known before receipt and had not previously been obtained under an obligation of confidence; or

(c) a party obtains or has made available to it such confidential information from a source other than the other party without breaching an obligation of confidence; or

(d) a party can show such confidential information was independently developed by it without the aid of any person who has or has had access to the confidential information.

8.6 This clause 8 shall survive termination of this agreement for any reason.

9. Limitation of liability

9.1 Except as expressly and specifically provided in this agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this agreement.

9.2 Nothing in this agreement excludes the liability of either party:

(a) for death or personal injury caused by its negligence; or

(b) for fraud or fraudulent misrepresentation.

9.3 Subject to clause 9.2, Dura Pump shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

(a) loss of profits;

(b) loss of business;

(c) depletion of goodwill or similar losses;

(d) loss of anticipated savings;

(e) loss of goods;

(f) loss of use;

(g) loss or corruption of data or information;

(h) wasted expenditure; or

(i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.4 Dura Pump's total aggregate liability under each Quotation, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of that Quotation in any 12-month period beginning on the date of acceptance of the Quotation or any anniversary of it (each a **Quotation Year**) shall not exceed the total Charges paid by the Customer to Dura Pump under that Quotation in that Quotation Year.

9.5 Except where liability relates to a specific Quotation under clause 9.4, Dura Pump's total aggregate liability under this agreement, whether 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 agreement in any 12-month period beginning on the Effective Date or any anniversary of it (each an **Agreement Year**) shall not exceed the total Charges paid by the Customer to Dura Pump under the agreement in that Agreement Year.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate a Quotation with immediate effect by giving written notice to the other party if the other party:

Dura Pump Limited 4 Scotia Close, Northamptonshire, NN4 7HR.
Call 01604 648 800 **Email** sales@durapump.co.uk
Visit www.durapump.co.uk

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(a) fails to pay any amount due under that Quotation by the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) commits a material breach of that Quotation which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(c) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in clauses 10.1(c) or 10.1(d);

(e) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(f) experiences a deterioration in its financial position so far as to reasonably justify the opinion that its ability to give effect to the terms of that Quotation is in jeopardy.

10.2 Without prejudice to any other rights or remedies to which Dura Pump may be entitled, Dura Pump may terminate any Quotation immediately without liability to the Customer if:

(a) there is a change of control of the Customer; or

(b) the Customer purports to assign any of its rights or obligations under this agreement.

10.3 Where Dura Pump has the right to terminate a Quotation under this clause 10, it shall be entitled to terminate any other Quotation it has entered into.

11. Obligations on termination and survival

11.1 On termination or expiry of any Quotation:

(a) the Customer shall immediately pay to Dura Pump all of Dura Pump's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Dura Pump may submit an invoice, which shall be payable immediately on receipt;

(b) the Customer shall return all of Dura Pump's equipment. If the Customer fails to do so, then Dura Pump may enter the Customer's premises and take possession of Dura Pump's equipment. Until Dura Pump's equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping; and

(c) Dura Pump shall on request return any of the Customer Materials not used up in the provision of the Services.

11.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

11.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 28 days the party not affected may terminate the affected Quotations by giving 7 days' written notice to the affected party. This clause shall not affect the Customer's payment obligations under this agreement.

13. Assignment and other dealings

13.1 Dura Pump may at any time assign, mortgage, charge, delegate, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement, provided that it gives written notice of such dealing to the Customer.

13.2 The Customer shall not, without the prior written consent of Dura Pump (such consent not to be unreasonably withheld), assign, transfer, mortgage, charge, delegate, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

14. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. Waiver

15.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. Severance

17.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

17.2 If any provision or part-provision of this agreement is deemed deleted under clause 17.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. Entire agreement

18.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

18.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

19. No partnership or agency

19.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. Third party rights

20.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

20.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

21. Notices

21.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

(i) Dura Pump: oford@durapump.co.uk; and

(ii) Customer:the email address provided in the Credit Account Application Form.

21.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

21.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any adjudication or other method of dispute resolution.

22. Disputes

22.1 Either party has the right to refer a dispute arising under these Conditions of Sub-Contract for adjudication in accordance with Part 1 of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998.

22.2 Any party wishing to refer a dispute to adjudication shall make an application for the nomination of an adjudicator to the Royal Institution of Chartered Surveyors.

23. Governing law

This agreement and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Dura Pump Limited 4 Scotia Close, Northamptonshire, NN4 7HR.
Call 01604 648 800 **Email** sales@durapump.co.uk
Visit www.durapump.co.uk

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Schedule 1 Professional Services

The terms of this Schedule shall apply to all Professional Services purchased under any Quotation, for the duration such Professional Services are to be provided. Unless otherwise defined herein, the definitions and rules of interpretation that apply in the agreement shall apply to this Schedule.

1. Provision of Professional Services

Dura Pump shall supply the Professional Services and the related documentation as detailed in any Quotation in accordance with the terms of this agreement including this Schedule.

2. Approval of Designs

2.1 Where expressly stated to be required in the Quotation (or as may otherwise be reasonably required for the proper performance of the Professional Services), as part of the Professional Services Dura Pump shall prepare and deliver to the Customer such designs, drawings, specifications and related documentation (the **Designs**).

2.2 Upon preparation of the Designs, Dura Pump shall submit the Designs to the Customer for review. The Customer shall review the Designs and, within five (5) Business Days of receipt, provide written notice of any reasonable comments or requests for amendment. If the Customer fails to provide such feedback within the aforementioned period, the Designs shall be deemed approved.

2.3 Dura Pump shall use reasonable endeavours to address and, where applicable, incorporate any reasonable comments or requested amendments notified by the Customer pursuant to paragraph 2.2. Dura Pump shall then resubmit the revised Designs to the Customer, and the provisions of paragraph 2.2 shall apply mutatis mutandis to each resubmission, except that the Customer shall not require amendments which are outside the original scope of the Professional Services or which would require Dura Pump to perform additional work not contemplated in the Quotation, unless agreed by both parties in writing (including agreement of any applicable additional Charges).

2.4 The Customer's approval of the Designs, whether expressly given or deemed to have been given under this Schedule, shall constitute authorisation for Dura Pump to proceed with the implementation or further performance of the Professional Services in accordance with such approved Designs. Once approved, the Customer may not withdraw or amend its approval without Dura Pump's prior written consent (not to be unreasonably withheld or delayed).

2.5 Copyright in all Designs or documents prepared by Dura Pump will remain Dura Pump's property.

3. Installation

Subject to 4.2 of the main body of this agreement, Dura Pump shall provide an estimated lead time for performance and delivery on the Quotation. The parties shall subsequently agree the date(s) for the provision of the installation of any Hardware purchased (the **Installation Date**), and clause 4.2 of this agreement shall apply.

4. Preparation of Premises

4.1 Dura Pump shall supply to the Customer, within a reasonable time before any relevant Installation Date, such information as may be necessary to enable the Customer to prepare the Premises for the performance of the Installation Services.

4.2 The Customer shall, at its own expense, prepare the Premises in accordance with the information provided by Dura Pump in advance of the Installation Date.

4.3 The Customer shall provide Dura Pump and any relevant third parties with the required access to the Premises on the Installation Date to enable the installation of the Hardware.

4.4 If Dura Pump or any third party supplier of Third Party Hardware is prevented from carrying out delivery or installation on the Installation Date because no such preparation has been carried out, Dura Pump may levy additional charges to recover its loss arising from this event.

5. Acceptance of installation

Dura Pump shall at the Customer's expense install the Hardware at the Premises. If requested by Dura Pump, the Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Hardware. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Hardware and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Dura Pump, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

6. Warranty

6.1 Dura Pump warrants that it shall perform the Professional Services with reasonable care and skill (and where applicable in accordance with any Designs).

6.2 The Customer shall only be entitled to a remedy for any breach of the warranty in paragraph 6.1 of this Schedule during the 12-month period after the Professional Services have been performed (for installations this shall be 12 months after the Installation Date), and only provided that:

(a) the Customer:

(i) immediately notifies Dura Pump of the breach (but in any event no later than five Business Days after the time when the Customer discovers or ought to have discovered the defect);

(ii) provides Dura Pump with all such information as Dura Pump reasonably requests about the breach (including documents relating to any maintenance or service checks carried out by the Customer); and

(iii) provides Dura Pump with access to the Premises in order to rectify the breach.

(b) Dura Pump's sole and exclusive obligation, and the Customer's sole and exclusive remedy, shall be for Dura Pump to reperform the Professional Services in order to remedy the breach within a reasonable period of time.

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6.3 Dura Pump shall not in any circumstances be liable for a breach of the warranty in paragraph 6.1 of this Schedule if:

(a) the Customer makes any use of Hardware in respect of which it has given written notice under paragraph 6.2(a)(i) of this Schedule; or

(b) the defect arises because the Customer failed to follow Dura Pump's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hardware or (if there are none) good trade practice; or

(c) the Customer alters or repairs the relevant Hardware without the written consent of Dura Pump; or

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

6.4 Dura Pump shall not in any circumstances be liable for any damage or defect to the Hardware caused by improper use of the Hardware or use outside its normal application.

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Schedule 2 Supply of Hardware

The terms of this Schedule shall apply to all supply of Hardware purchased under any Quotation. Unless otherwise defined herein, the definitions and rules of interpretation that apply in the agreement shall apply to this Schedule.

1. Supply of Hardware

1.1 Dura Pump shall supply the Hardware and the related documentation as detailed in any Quotation in accordance with the terms of this agreement including this Schedule. Dura Pump shall be entitled to cancel any Quotation for the purchase of any Hardware on written notice to the Customer (without liability) at any time before delivery.

1.2 Material samples submitted for approval by Dura Pump show substance and general character only. Colour, size, thickness or shape cannot be guaranteed. Technical information quoted is based on information generally distributed by manufacturers and Dura Pump cannot warrant its accuracy.

1.3 The Charges quoted are based upon dimensions, quantities, drawings and specifications given at the time of order. Should any variation to the same required by way of addition, omission, alteration or substitution result in additional costs to Dura Pump, the Customer shall pay such additional costs including any such reasonable profit that the Supplier may apply.

2. Delivery

2.1 Any Quotation for Hardware shall stipulate an estimated delivery date (**Delivery Date**).

2.2 Delivery Dates quoted by Dura Pump may be extended without express agreement of the Customer if delay in supply of the Hardware is caused by a Relief Event. Dura Pump will use its reasonable endeavours to ensure that the Hardware being supplied are supplied by the Delivery Date, or otherwise within a reasonable time.

2.3 Delivery is completed when Dura Pump unloads the Hardware at the Premises.

2.4 If the Customer fails to take delivery of Hardware on the Delivery Date, then, except where that failure or delay is caused by Dura Pump's failure to comply with its obligations under this agreement or an event in respect to which clause 12 of this agreement applies:

(a) delivery of the Hardware shall be deemed to have been completed at 9.00 am on the Delivery Date; and

(b) Dura Pump shall store the Hardware until the Customer takes possession of the Hardware, and charge the Customer for all storage and related costs and expenses (including insurance).

3. **Risk and title**

3.1 The Hardware shall be at the risk of the Customer from the point of delivery of the Hardware to it by Dura Pump.

3.2 Ownership of the Hardware shall pass to the Customer on the later of completion of the installation in respect of the Hardware in question, or when Dura Pump has received in

full in cleared funds all Charges in respect of the Hardware in question.

3.3 Until ownership of the Hardware has passed to the Customer under paragraph 3.2 of this Schedule, the Customer shall:

(a) hold the Hardware on a fiduciary basis as Dura Pump's bailee;

(b) store the Hardware (at no cost to Dura Pump) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as Dura Pump's (or the relevant third party's) property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Hardware; and

(d) keep the Hardware insured on Dura Pump's (or the relevant third party's) behalf for its full price against all risks with a reputable insurer.

3.4 The Customer's right to possession of the Hardware before ownership has passed to it shall terminate immediately if any of the circumstances set out in clause 10 of this agreement arise or if the Customer encumbers or in any way charges the Hardware, or if the Customer fails to make any payment to Dura Pump on the due date.

3.5 Until ownership of the Hardware is transferred to the Customer in accordance with paragraph 3.2 of this Schedule, the Customer grants Dura Pump, its agents and employees an irrevocable licence at any time to enter any premises where the Hardware is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by Dura Pump in repossessing the Hardware shall be borne by the Customer.

3.6 On termination of any relevant Quotation for any reason, Dura Pump's (but not the Customer's) rights in this paragraph 3 of this Schedule shall remain in effect.

4. Dura Pump's warranty

4.1 Dura Pump warrants that:

(a) subject to paragraph 4.1(c), where Designs have been agreed in respect of Hardware, the relevant Hardware shall conform to the Designs;

(b) Hardware it manufactures will be manufactured in a good and workmanlike manner; and

(c) as far as it is able, Dura Pump will pass on to the Customer the benefits of the warranties given by any third-party manufacturer in relation to any item of the Hardware, and by any third party supplier of Third Party Hardware in respect of the installation of that Third Party Hardware (and for the avoidance of doubt, this shall be Dura Pump's sole and exclusive obligation, and the Customer's

sole and exclusive remedy, in respect of any defective Hardware or installation performed by any third party).

4.2 The Customer shall only be entitled to a remedy for any breach of the warranty in paragraphs 4.1(a) and 4.1(b) of this Schedule during the 12-month period after the Hardware has been installed, and only provided that:

(a) the Customer:

(i) immediately notifies Dura Pump of the breach (but in any event no later than five Business Days after the time when the Customer discovers or ought to have discovered the defect);

(ii) provides Dura Pump with all such information as Dura Pump reasonably requests about the breach (including documents relating to any maintenance or service checks carried out by the Customer); and

(iii) provides Dura Pump with access to the Premises in order to examine the Hardware and rectify the breach.

(b) Dura Pump's sole and exclusive obligation, and the Customer's sole and exclusive remedy, shall be for Dura Pump to repair or replace the defective Hardware within a reasonable period of time.

4.3 Dura Pump shall not in any circumstances be liable for a breach of the warranty in paragraph 4.1 of this Schedule if:

(a) the Customer makes any use of Hardware in respect of which it has given written notice under paragraph 4.2(a)(i) of this Schedule; or

(b) the defect arises because the Customer failed to follow Dura Pump's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hardware or (if there are none) good trade practice; or

(c) the Customer alters or repairs the relevant Hardware without the written consent of Dura Pump; or

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

4.4 Dura Pump shall not in any circumstances be liable for any damage or defect to the Hardware caused by improper use of the Hardware or use outside its normal application.

4.5 All Hardware is supplied on the basis that no guarantee or warranty is given regarding freedom from condensation, minor imperfections or shape variations in the glass.

5. Software licence

5.1 If Dura Pump refers to a software licence in the Quotation, the price of the Hardware includes the licence fee for the Customer's right to use the Software.

5.2 The Customer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions:

(a) the Customer shall not copy (except to the extent permissible under applicable law which is not capable of exclusion by agreement or for normal operation of the Hardware), reproduce, translate, adapt, vary or modify the software, nor

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communicate it to any third party, without Dura Pump's prior written consent;

(b) the Customer shall not use the Software on any equipment other than the Hardware, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides;

(c) such licence shall be terminable by either party on 28 days' written notice, provided that Dura Pump terminates only if the continued use or possession of the Software by the Customer infringes the developer's or a third party's rights, or Dura Pump is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract;

(d) on or before the expiry of this licence, the Customer shall return to Dura Pump all copies of the Software in its possession; and

(e) if the Customer is not receiving Maintenance Services that include updates to the Software, it will only be entitled to updates to the Software subject to additional charges at Dura Pump's discretion. Dura Pump shall not be liable for any deterioration in performance of the Software if the Customer does not pay for updates to be applied.

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Schedule 3 Maintenance Services

The terms of this Schedule shall apply to all Maintenance Services purchased under any Quotation, for the duration such Maintenance Services are to be provided. Unless otherwise defined herein, the definitions and rules of interpretation that apply in the agreement shall apply to this Schedule.

1. Interpretation

Further, the following definitions apply in this Schedule:

Asset Management Portal: the online portal called Dura Pump Connect that Dura Pump provides that can be used to manage Dura Pump's Maintenance Services.

Consumables: goods supplied in the course of provision of the Maintenance Services that are intended to be used up or discarded.

Emergency Breakdown Response: responding to any unplanned call-out by the Customer to correct any issue with the Maintained Hardware.

Excluded Causes:

(a) a defect in any third-party manufacturer's design of the Maintained Hardware;

(b) faulty materials or workmanship in any third-party's manufacture of the Maintained Hardware;

(c) use of the Maintained Hardware with equipment, software or materials not supplied or approved in writing by Dura Pump;

(d) any maintenance, alteration, modification or adjustment performed by persons other than Dura Pump or its employees or agents unless approved by Dura Pump in accordance with paragraph 6.1(i) of this Schedule;

(e) the Customer or a third party moving the Maintained Hardware;

(f) the use of the Maintained Hardware in breach of any of the provisions of the agreement under which the Maintained Hardware was supplied;

(g) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Maintained Hardware, fire or flooding;

(h) a failure or malfunction in the environmental controls required for the normal operation of the Maintained Hardware, or an error or omission in the correct use of that air conditioning or other environmental controls by the Customer;

(i) the neglect or misuse of the Maintained Hardware;

(j) use of unsupported software.

Excluded Maintenance: any maintenance services required to restore any malfunctioning or failed Maintained Hardware to good working order where the malfunction or failure results from or is caused by any of the Excluded Causes.

Good Working Order: is functioning properly in all material respects and is capable of performing its intended functions safely and efficiently, in accordance with the standards and performance criteria set out in any operating manuals (where applicable) and any applicable laws or regulations.

For the avoidance of doubt, Good Working Order does not require the Maintained Hardware to be free from minor cosmetic or immaterial defects that do not affect its operation or safety.

Maintenance Commencement Date: the date on which the Maintenance Services start as set out in the relevant Quotation.

Maintained Hardware: the hardware being maintained by Dura Pump as described in the relevant Quotation.

Maintenance Services: the:

(a) testing that the Maintained Hardware is functional; and

(b) making any adjustments as may be required to ensure the Maintained Hardware remains in Good Working Order,

in accordance with paragraph 2.2, and as further described in each relevant Quotation, together with any Software Maintenance Services (if set out in the relevant Quotation).

Maintenance Term: the term for which the Maintenance Services will be provided as set out in the relevant Quotation.

Parts: goods supplied in the course of provision of the Maintenance Services to maintain or repair Hardware that are not Consumables.

2. Provision of Maintenance Services

2.1 During the Maintenance Term, Dura Pump shall provide the Maintenance Services to the Customer in respect of the Maintained Hardware, in accordance with the relevant Quotation. The Maintenance Services shall be performed during pre-scheduled visits by Dura Pump to the Premises at the frequency agreed in writing by the parties.

2.2 In performing any Maintenance Services during pre-scheduled visits, Dura Pump shall use all reasonable endeavours to restore any malfunctioning or failed Maintained Hardware to Good Working Order either remotely or while in attendance at the Premises. Where this is not reasonably practicable, or not reasonably practicable within Business Hours, Dura Pump shall be entitled to require payment by the Customer of additional Charges in order to fix the malfunctioning or failed Maintained Hardware. Dura Pump shall provide the Customer with a Quotation in order to do so, and subject to acceptance by the Customer of the Quotation the parties shall either arrange for a further visit by Dura Pump to the Premises within Business Hours to complete the repair, or remove the Maintained Hardware or part of the Maintained Hardware for repair off-site.

3. Reporting failures and raising requests for an Emergency Breakdown Response

3.1 The Customer shall report when the Maintained Hardware is malfunctioning or has failed or is otherwise not in Good Working Order as soon as it becomes aware of the same. Dura Pump shall not be liable for any failure to identify or fix a malfunction or failure of any Maintained Hardware caused by a failure of any agreed remote messaging / notification system to notify Dura Pump.

3.2 Requests for an Emergency Breakdown Response may be raised by the Customer directly with Dura Pump, and requests should be raised only via the Asset Management Portal.

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3.3 Dura Pump shall use reasonable endeavours to respond to the request promptly following receipt but does not guarantee or warrant that it shall be able to resolve the request within any period of time.

3.4 Emergency Breakdown Responses are outside the scope of the Maintenance Services and are not included in the price of the Quotation unless otherwise agreed in writing.

4. Software Maintenance

4.1 During the Maintenance Term, if included in the Quotation accepted by the Customer Dura Pump shall provide maintenance and support services for the Software installed at the Customer's Premises in accordance with this agreement (the **Software Maintenance Services**).

4.2 Dura Pump may from time to time develop updates, enhancements, or new releases to the Software (**Updates**). Dura Pump shall notify the Customer when an Update is ready for deployment. Dura Pump shall be entitled to install Updates to the Software remotely subject to the Customer's prior written approval (which may be given by email or through the Asset Management Portal). The Customer shall not unreasonably withhold or delay approval of the installation of Updates.

4.3 Dura Pump shall give the Customer reasonable prior notice if it intends to cease supporting any release of the Software (including notice of the availability of a relevant Update). Dura Pump shall not be obliged to provide support or maintenance for any version of the Software that is not the most recent release after the expiry of a reasonable transitional period (being no less than 30 days from the date on which the relevant Update was made available). Following such notice and the end of the transitional period, Dura Pump shall have no liability whatsoever for any failure, defect, security vulnerability, or other issue arising as a result of the Customer's use of any version of the Software which is not the current supported release.

4.4 Upon expiry or earlier termination of the final Maintenance Term, the Customer shall automatically receive a non-exclusive, non-transferable, royalty-free, perpetual licence to use, for its internal business purposes only, the version of the Software that is current as at the date of expiry or termination of the Maintenance Term. The Customer shall not be entitled to receive any further Updates, maintenance, or support in respect of the Software following expiry or termination of the Maintenance Term.

5. Excluded Maintenance

Dura Pump is not obliged to perform any Excluded Maintenance. Where Dura Pump is performing or has performed the Maintenance Services in circumstances where it is established that the Maintained Hardware was not in Good Working Order due to any of the Excluded Causes, Dura Pump may charge, and the Customer shall pay, additional Charges in respect of that work.

6. Customer obligations

6.1 The Customer shall:

(a) ensure that the Maintained Hardware is installed and kept at the Premises, under suitable conditions, as specified by Dura Pump, and permit only trained and competent personnel to use it and follow any operating instructions as Dura Pump may give from time to time;

(b) be responsible for tanker costs unless agreed otherwise in writing;

(c) undertake all necessary structural, and other, calculations;

(d) be responsible for maintaining the pump chamber cover or lid;

(e) notify Dura Pump promptly if the Maintained Hardware is discovered to be operating incorrectly;

(f) at all reasonable times permit full and free access to the Premises and to the Maintained Hardware to Dura Pump, its employees, contractors and agents as is reasonably required to enable Dura Pump to perform the Maintenance Services;

(g) provide Dura Pump with any information that is reasonably requested in the performance of the Maintenance Services;

(h) take any steps reasonably necessary to ensure the safety of Dura Pump's personnel when attending the Premises;

(i) not allow any person other than Dura Pump to maintain, alter, modify or adjust the Maintained Hardware without the prior written approval of Dura Pump;

(j) not move the Maintained Hardware from the Premises without the prior written approval of Dura Pump (such approval not to be unreasonably withheld or delayed);

(k) store any reserve equipment only in conditions approved by Dura Pump, and make this equipment available for periodic maintenance, as with all other Maintained Hardware; and

(l) only use supplies or materials supplied or approved by Dura Pump (such approval not to be unreasonably withheld or delayed).

6.2 Dura Pump is entitled to rely on the accuracy and completeness of the plans, specifications and reports provided by the Customer.

6.3 Dura Pump may have to apply an aborted visit charge if Dura Pump's engineer is not able to access the Premises on the agreed or requested day due to circumstances outside of Dura Pump's control.

7. Additional Work

7.1 For any additional work required outside of the Maintenance Services, including Excluded Maintenance, Emergency Breakdown Responses, and additional work required under paragraph 2.2, the Customer must pay additional Charges calculated in accordance with Dura Pump's hourly service rates set out in the table below (the **Hourly Service Rates**).

7.2 Dura Pump's Hourly Service Rates are as follows:

Time	Non-Contract Rate Per Engineer	Contract Rate Discount Per Engineer
Normal Hours: Monday – Friday 07:00 – 16:00	£94.50	10% off
Monday – Friday 16:00 – 07:00 Saturdays 07:00 – 16:00	£142.00	10% off
Sundays & Bank Holidays all day Saturdays 16:00 – 07:00	£189.00	10% off
Emergency Call-Out – Monday to Friday	£325.00	10% off
Emergency Call-Out – Sunday, Saturday and Bank holidays	£415.00	10% off
4 Hour Emergency - Callout Additional express cost	£110.00	10% off

*Contract Rate Discount applies to call outs where the Customer has purchased Maintenance Services in respect of the Maintained Hardware. Additional charges apply to these rates during the Christmas shut down week, being a 50% increase on the rates shown in the table.

7.3 For Emergency Breakdown Responses, the Customer shall pay the Emergency Call-Out one-off fee set out above which includes one hour of an engineer's time. Any time thereafter is charged at the hourly rates in the table above, as is travel time. Any Parts or Consumables shall be supplied and installed by Dura Pump at the Customer's expense.

7.4 Parts, Consumables or confined space entries are not included in the Charges for Maintenance Services and additional Charges will be payable subject to acceptance of a Quotation by the Customer.

7.5 Dura Pump is permitted to carry out work to the value of £150 plus VAT and charge the Customer for such Maintenance Services without the need for further authorisation from the Customer. These charges will be noted on the engineer's job report if no one is available on site when such work is completed. This does not include any costs for tankers.

7.6 Dura Pump's prevailing Hourly Service Rates (including the Emergency Call-Out one-off fees) are subject to periodic amendment in line with costs and inflation. Dura Pump shall provide prior written notice to the Customer of any changes to such rates.

8. Compliance

8.1 The Environment Agency has ruled that sewage treatment plants should be serviced as per the manufacturer's recommendations and that all records of maintenance/service visits should be kept for five years.

8.2 It is the Customer's responsibility to ensure all systems discharge in accordance with any consent to discharge or permissions granted and Dura Pump will not be liable for any breach of agreement that is in place.

9. Asset Management Portal

9.1 The Customer can manage the services Dura Pump provides through the Asset Management Portal if given in the Quotation.

9.2 It is the Customer's responsibility to keep passwords relating to the Asset Management Portal secure and confidential from other parties.

9.3 While Dura Pump generally confirms receipt of information through the Asset Management Portal, the Customer will be liable for payment of any costs as a result of information/requests sent through the Asset Management Web Portal, irrespective of whether it was sent by an unauthorised person.

10. Risk and title

10.1 The Hardware, Parts, and Consumables shall be at the risk of the Customer from the point of delivery of the same to it by Dura Pump.

10.2 Ownership of the Hardware, Parts, and Consumables shall pass to the Customer on the later of completion of the installation in respect of the relevant Hardware, Parts, and Consumables, or when Dura Pump has received in full in cleared funds all Charges in respect of the Hardware, Parts, and Consumables in question.

10.3 Until ownership of the Hardware, Parts, and Consumables has passed to the Customer under paragraph 10.2 of this Schedule, the Customer shall:

(a) hold the same on a fiduciary basis as Dura Pump's bailee;

(b) store the same (at no cost to Dura Pump) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as Dura Pump's (or the relevant third party's) property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the same; and

(d) keep the same insured on Dura Pump's (or the relevant third party's) behalf for its full price against all risks with a reputable insurer.

10.4 The Customer's right to possession of the Hardware, Parts, and Consumables before ownership has passed to it shall terminate immediately if any of the circumstances set out in clause 10 of this agreement arise or if the Customer encumbers or in any way charges the Hardware, Parts, and Consumables, or if the Customer fails to make any payment to Dura Pump on the due date.

10.5 Until ownership of the Hardware, Parts, and Consumables is transferred to the Customer in accordance with paragraph 10.2 of this Schedule, the Customer grants Dura Pump, its agents and employees an irrevocable licence at any time to enter any premises where the Hardware, Parts, and Consumables are or may be stored in order to inspect them, or where the Customer's right to possession has terminated, to remove them. All costs incurred by Dura Pump in repossessing the Hardware, Parts, and Consumables shall be borne by the Customer.

10.6 On termination of any relevant Quotation for any reason, Dura Pump's (but not the Customer's) rights in this paragraph 10 of this Schedule shall remain in effect.

11. Term and termination

Each Maintenance Term shall commence on the Maintenance Commencement Date. Unless terminated earlier in accordance with this agreement, the Maintenance Term shall automatically extend for further periods equal to the Maintenance Term at the end of the first Maintenance Term and at the end of each subsequent Maintenance Term. Either party may give written notice to the other party, not later than 30 days before the end of the then-current Maintenance Term, to terminate the Maintenance Services at the end of the then-current Maintenance Term. The Customer shall not otherwise be permitted to terminate during the Maintenance Term.

12. Variations in scope

12.1 The prices quoted are based upon dimensions, quantities, drawings and specifications given at the time of order. If any of these parameters change, Dura Pump may require recalculation and apply supplemental charges and increase the contract price to reflect increases in the cost of materials or labour.

12.2 If the Customer requests additional work outside the scope set out in the Quotation, Dura Pump may have to increase charges. Additional work cannot be started until the Customer has placed an order and agreed Dura Pump's charges for the additional works. The Customer is advised to contact Dura Pump as soon as possible about any additional works as Dura Pump does not accept any liability for the consequences of the time it may take to agree the order for them.

13. Maintenance Charges

13.1 Dura Pump shall be entitled to invoice the Customer in arrears for the Maintenance Charges for the Maintenance Services at the frequency set out in the relevant Quotation.

13.2 Dura Pump shall be entitled, by giving the Customer at least 30 days' advanced written notice, to increase the Maintenance Charges, provided that such increases can only be applied at the start of the next Maintenance Term.

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