



INTERPRETATION

In this Agreement the following words and expressions shall have the following meanings (unless the context requires otherwise):

"RSL" means Rees Switchgear Ltd

"Additional Services" means any installation, cabling, commissioning, consultancy, training or other services not set out in the Special Conditions and carried out by RSL under clause 7; **"Agreement"** means these Standard Terms and the Special Conditions;

"Charges" means the sums to be paid by the Customer to RSL as set out in the Special Conditions or calculated in accordance with this Agreement and to be invoiced and paid in accordance with clause 11;

"RSL" means Rees Switchgear Ltd, Sheaf Close Lodge Farm Industrial Estate, Northampton, NN5 7UL.

"Commencement Date" means the date of signature of the Special Conditions by either parties or the date the agreement is concluded in accordance with clause 2.2;

"Commissioning Services" means the services provided by RSL (if any) to program the Products in accordance with the Technical Specification, to configure the Solution, set the parameters of the Solution, test the Solution and put it into operation in the Customer Environment as set out in the Special Conditions;

"CSQ" means RSL Questionnaire to be completed by the Customer prior to finalization of the terms of the Special Conditions and the Charges;

"Dispatch Date" means the estimated date (if any) on which the Products are to be dispatched as set out in the Special Conditions;

"Dispatch Point" means the place from which the Products are to be dispatched as set out in the Special Conditions;

"Incoterms" means the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce as varied from time to time;

"Intellectual Property Rights" means patents, trademarks, registered designs, applications for any of these rights, copyright, design right, know-how, confidential information, trade and business names, database rights and any other intellectual property rights and similar rights in any country;

"Man Day" means the services of one person for eight hours during normal working hours on such days as are agreed between RSL and the Customer;

"Premises" means the premises of the Customer set out in the Special Conditions;

"Products" means the products that RSL agrees to supply to the Customer under this Agreement as set out in the Special Conditions;

"Services" means the Commissioning Services, the Additional Services (where requested in accordance with clause 7), and any other services which RSL provides or agrees to provide to the Customer as set out in the Special Conditions;

"Service Protocol" means the report signed off by representatives of RSL and the Customer after completion of the Commissioning Services in accordance with clause 6;

"Solution" means the Products and Services;

"Special Conditions" means the conditions entitled "Special Conditions" agreed between RSL and the Customer in respect of the supply of the Solution;

"Specification" means RSL standard documentation relating to the Products;

"Standard Rates" means the rates set out in the Special Conditions or, if none, see individual offer in respect of the services of one person for one Man Day on a Working Day;

"Standard Terms" means these Standard Terms for Control Systems Solutions;

"Technical Specification" means the specification for the Solution (if any) set out in the Special Conditions;

"Working Days" means unless otherwise agreed by RSL Monday to Friday (excluding bank and other public holidays in Great Britain also excluding other days notified to the Customer by RSL from time to time).

2 CONCLUSION OF AGREEMENT

2.1 No terms or conditions endorsed upon, delivered with or contained in any purchase order, confirmation of order, specification or other document shall form part of this "Agreement" simply is as a result of such document being referred into this Agreement. This Agreement shall not be varied unless any agreement to vary is recorded in writing and signed by an authorized representative of RSL and the Customer.

2.2 No order placed by the Customer shall be deemed to be accepted by RSL other than in the circumstances set out in the Special Conditions.

2.3 In consideration of payment of the Charges by the Customer, RSL agrees to supply the Solution to the Customer on the terms and conditions of this Agreement.

3 TIMESCALES AND DISPATCH

3.1 RSL shall use its reasonable endeavors to deliver the Products and perform the Services under this Agreement in accordance with any agreed timescales and at the agreed locations (including the Dispatch Point) but unless expressly otherwise stated, dispatch and performance dates (including the Dispatch Date and the date of commissioning of the Solution) are approximate and time of dispatch or performance shall not be of the essence.

3.2 RSL may deliver the Products in installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of this Agreement.

3.3 Any change to the Dispatch Point requested by the Customer shall only be made with RSL's express consent and the Customer shall be liable for any additional charges, costs or expenses incurred by RSL as a result of the change.

3.4 If at the time of dispatch RSL wishes to substitute products, then RSL may do so provided that the substitute product performs the same functional purpose.

3.5 The parties shall agree an estimated date for commencement of the Commissioning Services, and the Customer shall confirm to RSL in writing that it has complied with its obligations under clause 4 not less than 14 days prior to such estimated date. If the Customer gives such confirmation less than 14 days prior to such estimated date, or wishes to change such date after giving confirmation, RSL may reschedule provision of the Commissioning Services and may invoice the Customer for any costs incurred in connection with the rescheduling (including the cost of travelling to the Premises and the cost of RSL personnel being available but not utilised at the Standard Rates where applicable).

4 INSTALLATIONS

4.1 RSL may give the Customer instructions in relation to the installation of the Products for the commissioning of the Solution a reasonable period of time prior to the agreed date for the provision of Commissioning Services. The Customer shall comply with such instructions and provide RSL with written confirmation that the Products have been installed. The installation required may include, without limitation installation, wiring and interconnection of the Products

4.2 If the Customer does not correctly install the Products in accordance with clause 4.1, and fails to rectify any failure to install the Products within 30 days of being given notice to do so RSL shall be entitled, at its option:

4.2.1 to install the Products at the cost of the Customer (including the cost of travelling to the Premises and the cost of RSL personnel being available but not utilised at the Standard Rates where applicable); or

4.2.2 If it is not possible for either party, using reasonable endeavors, to install the Products, to terminate this Agreement, and to invoice the Customer for all Services carried out prior to the date of termination and all costs incurred in connection with this Agreement (including the cost of travelling to the Premises and the cost of RSL personnel being available but not utilised at the Standard Rates where applicable).

5 NON-DELIVERIES / SHORTFALL IN DELIVERY

5.1 If there is any non-delivery or shortfall in the number of Products delivered, the Customer shall notify RSL within 72 hours of the receipt of delivery of the Products to the Customer.

If the Customer fails to do this, RSL shall not be liable for any non-delivery of Products (even if caused by RSL's negligence).

5.2 Any liability of RSL for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or (Where agreed between the parties acting reasonably) issuing a credit note on a pro rata basis against any invoice raised for such Products.

6 COMMISSIONING AND TESTING

6.1 RSL will use its reasonable endeavors to provide the Commissioning Services and test and put the Solution into operation in accordance with this clause.

6.2 RSL shall test the Solution as part of those Services in accordance with RSL standard commissioning tests and the any tests set out in the Special Conditions.

6.3 If the Solution does not conform in all material respects with the Technical Specification (except to the extent that the Customer has caused the failure by breaching this Agreement), RSL shall, at its option:

6.3.1 Replace any Products forming part of the Solution or perform the Services within a reasonable period of time, and carry out further tests on the Solution in accordance with this clause 6 (and in the event of any further failure, this clause 6.3 shall apply); or
6.3.2 Terminate this Agreement and refund the Customer any Charges paid in respect of the Products or Services subject to the Customer returning any Products in its possession.

6.4 If the Solution conforms in all material respects with the Technical Specification the Solution shall be accepted as of such date and an authorized representative of the Customer shall accept the Solution by signing the Services Protocol.

6.5 If the Customer requests that RSL carry out tests which have not been set out in the Special Conditions, RSL may agree to carry out such tests as Additional Services in accordance with clause 7.

7 ADDITIONAL SERVICES

7.1 The Customer may request that RSL carry out Additional Services from time to time in accordance with this clause 7.

7.2 In the event that the Customer requests that RSL provides Additional Services, the Customer shall provide RSL with the details reasonably required by RSL in relation to the request, including details of the Additional Services requested and the location at which the Additional Services will be provided.

7.3 RSL may agree or decline to carry out such Additional Services in its absolute discretion. RSL shall have no obligation to provide the Additional Services until the scope, timescale and costs of such Additional Services have been agreed by RSL and the Customer in writing.

7.4 RSL shall use reasonable endeavors to meet the performance dates agreed.

8 [NOT USED]

9 CUSTOMER'S OBLIGATIONS

9.1 The Customer shall provide RSL promptly with any information which RSL may reasonably require from time to time to enable RSL to perform its obligations under this Agreement.

9.2 The Customer shall ensure that all information provided to RSL in connection with the provision of the Solution including the Customer's response to the CSQ.

9.3 The Customer shall give RSL authorized personnel full and safe access to the Premises and shall provide adequate free working space and such other facilities as may be necessary for provision of the Services.

9.4 The Customer shall ensure that its employees and/or subcontractors will co-operate fully with RSL and that these employees and/or subcontractors will be qualified to carry out any tasks which they may be assigned in relation to the supply of the Solution.

9.5 The Customer acknowledges that it is responsible for the condition of its existing equipment and ensuring that it is in accordance with and maintained in accordance with the manufacturers requirements or recommendations, and for providing complete and accurate information to RSL about such equipment and operating conditions.

9.6 The Customer shall obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to the supply of the Solution to it, installation and/or commissioning of the Solution and where carried out by the Customer the use of the Products.

10 PROJECT MANAGEMENT

10.1 If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.

10.2 If either party requests a change to the scope or execution of the Services, RSL shall, within a reasonable time, provide a written estimate to the Customer of

10.2.1 The likely time required to implement the change;

10.2.2 Any variations to RSL Charges arising from the change;

10.2.3 The likely effect of the change on the Technical Specification; and

10.2.4 Any other impact of the change on the terms of this Agreement.

10.3 If the Customer wishes RSL to proceed with the change, RSL has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its Charges, the Technical Specification and any other relevant terms of these Terms to take account of the change.

10.4 RSL may change the scope or execution of the Services or the Charges without the consent of the Customer where required due to a failure by the Customer to accurately or fully complete the CSQ or as a result of any additional information or requirements not advised to RSL prior to the conclusion of this Agreement.

10.5 For the purposes of this clause, any reference to writing shall include email.

11 CHARGES

11.1 RSL shall calculate and invoice the Charges in accordance with the Special Conditions.

11.2 Any Charges for the Services shall, unless otherwise agreed by RSL in writing be calculated on the basis of the Standard Rates. Any estimate of Charges calculated on the basis of a number of Man Days is for guidance only, and does not constitute a fixed price for the Services unless expressly agreed in the Special Terms.

11.3 Unless otherwise agreed in writing or in the Special Conditions, the Customer shall pay to RSL the total amount of each invoice in the currency stated on RSL's invoice by bank transfer or telegraphic transfer on the due date specified on the relevant invoice.

11.4 All amounts of money referred to in this Agreement shall be interpreted as being amounts exclusive of value added tax, any sales tax or any tax that replaces such taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts.

11.5 The Customer will not be entitled to withhold payment by setting payment off against any payments due to it from RSL whether under this Agreement or any other agreement between the parties.

11.6 If the Customer fails to pay any amount payable by it under this Agreement, RSL shall be entitled, but not obliged, to:

11.6.1 Charge the Customer interest on the overdue amount.

The interest will be payable by the Customer immediately on demand, from the date the payment was due up to the date of actual payment, after judgment as well as before, at the rate of 10% per annum. Interest shall accrue on a daily basis and be compounded quarterly; and/or

11.6.2 Suspend the dispatch of Products or provision of the Services until the overdue amount is paid in cleared funds by the Customer.

12 RISK AND TITLE

12.1 Risk in and responsibility for the Products shall pass to the Customer in accordance with the Incoterm set out in the Special Conditions.

12.2 Title and ownership to the Products shall not pass from RSL to the Customer until RSL has received the Charges in full (in cash or cleared funds) together with all other sums payable by the Customer to RSL on any account.

12.3 Until title and ownership in the Products has passed, the Customer shall:

12.3.1 Hold the Products and each of them on a fiduciary basis as bailee on behalf of RSL;

12.3.2 Maintain the Products in satisfactory condition in accordance with any storage conditions advised by RSL and keep them insured on RSL behalf for their full price against all risks to the reasonable satisfaction of RSL. On request the Customer shall produce the policy of insurance to RSL.

12.4 The Customer's right to possession of the Products shall terminate immediately if:

12.4.1 Any of the events set out in clause 15.2.2 occur; or

12.4.2 The Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it or fails to observe or perform any of its obligations under this Agreement or any other contract between RSL and the Customer or is unable to pay its debts within the meaning of section

123 of the Insolvency Act 1986 or the Customer ceases to trade or the Customer takes or suffers any similar or analogous action in any jurisdiction; or

12.4.3 The Customer encumbers or in any way charges any of the Products.

12.5 RSL shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from RSL.

12.6 RSL's rights contained in this clause 12 shall survive the termination or expiry of this Agreement.

13 DOCUMENTATION

13.1 The Customer is responsible for obtaining, at its own cost, all import licenses and other consents in relation to the importation, storage and use of the Products as are required from time to time and, if required by RSL, the Customer shall make those licenses and consents available to RSL prior to the relevant shipment.

13.2 On dispatch RSL (or its appointed carrier) shall provide the Customer with such export documents as RSL has agreed to provide and which the Customer is unable to prepare.

14 PROPRIETARY RIGHTS AND ACTION AGAINST THIRD PARTIES

14.1 The Intellectual Property Rights of whatever nature, and wherever in the world, in the Solution are and shall remain RSL's property and nothing in this Agreement shall grant any license or other rights in favor of the Customer in relation to the Intellectual Property Rights.

14.2 Any reputation in trademarks affixed to or applied to the Products shall be for the sole benefit of RSL or any other trade mark owner.

14.3 The Customer shall not remove any copyright notices, confidential or proprietary details or identification from the Products.

14.4 The Customer shall notify RSL immediately if it becomes aware of any illegal or unauthorized use of the whole or any part of the Solution or the Intellectual Property in it and will assist RSL in taking all steps necessary to defend its rights in it at RSL's expense. RSL shall have the exclusive right to take steps to defend its rights, but shall have no obligation to do so.

14.5 The provisions of this clause shall survive the termination (including expiry) of this Agreement.

15 DURATION AND TERMINATION

15.1 This Agreement shall commence on the Commencement Date and shall continue unless or until terminated by RSL.

15.2 RSL may terminate this Agreement by written notice effective immediately in the following circumstances:

15.2.1 Any breach by the Customer of this Agreement, provided that (where the breach is capable of remedy) the Customer has failed to remedy the breach within 30 days of being given notice to do so by RSL; or

15.2.2 The Customer ceases or threatens to cease to carry on business, becomes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.

16 TERMINATION CONSEQUENCES

16.1 On termination (including expiry) of this Agreement:

16.1.1 All Charges outstanding from the Customer to RSL in respect of Products or Services which have been dispatched or provided shall become immediately due and payable;

16.1.2 RSL shall have no obligation to deliver any Products which have not yet been delivered to the Customer, provided that RSL reimburses the Customer with any of the Charges relating to such Products which have been paid in advance by the Customer; and

16.1.3 Where the Services have not been completed, RSL shall have no obligation to provide any further Services to the Customer, and shall be entitled to issue an invoice on a reasonable pro-rata basis in respect of any Services provided before the date of termination which have not yet been invoiced to the Customer, or an invoice for the full value of the Services where such Services have been completed but not yet invoiced to the Customer.

16.2 Termination (including expiry) of this Agreement shall not affect the existing rights and remedies of RSL in respect of any breach by the Customer of any of its obligations under this Agreement.

17 WARRANTIES

17.1 The warranties applicable to the Products and Services are as set out in the Special Conditions (the "Warranty").

17.2 If the Customer discovers a breach of Warranty, the Customer shall:

17.2.1 Give written notice to the defect to RSL within 10 days of the time when the Customer discovers or ought to have discovered the defect; and

17.2.2 Allow RSL the opportunity to examine the Solution at the Premises, provided that:

17.2.2.1 Where RSL is satisfied that attendance at the Premises is not necessary, the Customer shall use its reasonable endeavors to follow all instructions provided by RSL in respect of the diagnosis and repair of the such breach;

17.2.2.2 RSL may request a reasonable deposit from the Customer calculated on the basis of the Standard Rates and any relevant travel, accommodation and subsistence expenses, in respect of the visit to the Premises. RSL shall refund such deposit if RSL determines, acting reasonably, that the Warranty has been breached;

17.3 RSL shall not be liable for a breach of the Warranty unless the Customer fulfill its obligations under clause 17.2.

17.4 RSL shall not be liable for a breach of the Warranty if:

17.4.1 The Customer makes any further use of the affected part of the Solution after giving notice to RSL in accordance with clause 17.2.1; or

17.4.2 The defect arises because the Customer failed to comply with the Special Conditions or follow RSL's oral or written instructions as to the storage, installation, commissioning, handling, use or maintenance of the Products and Solution or (if there are none) good trade practice; or

17.4.3 The defect arises because of a failure by the Customer to install the Products;

17.4.4 The defect arises because of the provision by the Customer of incorrect, inaccurate or incomplete information to RSL including information provided in the CSQ;

17.4.5 The defect arises from any modification, alteration or repair of the Products or Solution other than by RSL or a person authorized by RSL;

17.4.6 The Customer is in breach of this Agreement.

17.5 Subject to clauses 17.3 and 17.4, if any part of the Solution does not conform to the Warranty, RSL shall, within fourteen days of RSL accepting that the Solution does not comply with the Warranty:

17.5.1 Supply replacement Products or Services so that the Solution complies with the Warranty; or

17.5.2 Notify to the Customer that it is unable to obtain or supply replacement Products or Services on reasonable terms, in which case RSL shall grant to the Customer a credit equal to the value of the part of the Solution which RSL agrees does not comply with the Warranty.

17.6 In the event of a breach of the warranty set out in clause

17.1.3, RSL shall at its own cost re-perform the relevant Services.

17.7 The remedies in clauses 17.5 and 17.6 shall be the Customer's exclusive remedy in the event of any breach the warranties set out in this clause 17 by RSL.

17.8 All terms, conditions, warranties and other matters which may be implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law and RSL shall have no liability of any nature whatsoever to the Customer except as expressly set out in this Agreement.

18 LIABILITY

18.1 This clause 18 sets out the entire liability of RSL to the Customer (including any liability for the acts and omissions of employees) in respect of:

18.1.1 The Products and Services;

18.1.2 Any breach of RSL's contractual obligations arising under this Agreement; and

18.1.3 Any representation, statement (other than fraudulent misrepresentation) or tortious act or omission including any negligence or breach of statutory duty arising under or in connection with this Agreement ("an Event of Default").

18.2 RSL shall not be liable to the Customer for any loss or damage or any other costs or expenses (whether arising in contract, tort, negligence, and breach of statutory duty or otherwise) arising from:

18.2.1 The Customer's use or misuse of the Solution after dispatch including fair wear and tear;

18.2.2 Willful damage;

18.2.3 The Customer's negligence or breach of the Agreement or that of its agents or employees;

18.2.4 The provision by the Customer of incorrect, inaccurate or incomplete information to RSL including information provided in the CSQ;

18.2.5 Any failure to follow RSL's instructions as to installation of the Products and use of the Solution or any failure to comply with any provisions of the Special Conditions;

18.2.6 Abnormal conditions beyond those referred to in the Technical Specification or Specification;

18.2.7 Lightning strikes or use of the Solution with incorrect voltage;

18.2.8 Any delay or failure to perform on the part of a supplier;

18.2.9 Any modification, alteration or repair of the Solution other than by RSL or a person authorised by RSL; and

18.2.10 the Customer operates the Solution prior to signature of the Services Protocol and acceptance of the Solution;

18.2.11 Any other express exclusion of liability in the Special Conditions.

18.3 Notwithstanding any other provision of this Agreement, RSL does not seek to limit or exclude its liability to the Customer for fraudulent misrepresentation.

18.4 Subject to clause 18.1, 18.2, 18.3 and 18.5, RSL's maximum total liability to the Customer in respect of all claims, losses, damages, costs, charges, expenses, liabilities, demands, proceedings and actions (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) in respect of all Events of Default shall not exceed UK£5,000 or such other figure as is set out in the Special Conditions.

18.5 RSL shall under no circumstances be liable to the Customer for economic loss, loss of profits, loss of contracts, loss of opportunity, loss of business, loss or depletion of goodwill, increased overheads or administration expenses, management time, loss of savings, loss of data, or any type of special, indirect or consequential loss of any nature whatsoever (including loss or damage suffered by the Customer as a result of an action brought by any third party) even if such loss was reasonably foreseeable or RSL had been advised of the possibility of the Customer incurring it.

18.6 The Customer acknowledges that the exclusions and limitations of liability reflect the level of the Charges and that RSL will make the Products and Services available for a higher charge on terms which contain fewer limitations of RSL's liability to the Customer.

18.7 Neither party shall be entitled to recover damages in respect of any claim under this Agreement or any other agreement between the parties or otherwise obtain reimbursement or restitution more than once in respect of the same subject matter.

19 NOTICES

19.1 Any notice required to be given under this Agreement shall be in writing and shall be sent using the contact details set out in the Special Conditions or such other details as the recipient may notify in accordance with the provisions of this clause.

Any notice shall be personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address, or sent by first class pre-paid post, in which case it shall be deemed to have been given two days after the date of posting, or sent by fax or email, in which case it shall be deemed to have been given when dispatched, subject to confirmation of uninterrupted transmission by a transmission report or email delivery receipt respectively.

20 FORCE MAJEURE

20.1 Neither party shall be liable for any delay in performing or failure to perform any of its obligations under this Agreement (other than an obligation to make payment), if such delay or failure results from events or circumstances outside its reasonable control, including any delay or failure to perform on the part of a supplier. Such event or circumstance will only be considered to be an event of force majeure under this clause 20 if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the party who delays or fails to perform, its servants, agents or employees. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

21 ENTIRE AGREEMENT

21.1 This Agreement (together with any documents referred to or executed under it) constitutes the entire understanding between the parties concerning the subject matter of this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated into this Agreement. Nothing in this clause shall, however, operate to exclude any liability of either party for fraudulent misrepresentation.

21.2 Each party unconditionally waives any rights it may have to claim damages against the other or rescind this Agreement on the basis of any oral or written statement or warranty made by the other or by its legal advisers (whether made carelessly or not) that is not set out or referred to in this Agreement unless such statement or warranty was made or given fraudulently.

22 MISCELLANEOUS

22.1 No waiver by RSL of any of the Customer's obligations under this Agreement shall be deemed effective unless made by ComAp in writing in relation to the specific breach.

22.2 For the avoidance of doubt, RSL shall be entitled to subcontract its obligations under this Agreement without the consent of the Customer.

22.3 Each provision of this Agreement shall be construed separately. If the whole or any part of any such provision may prove to be illegal or unenforceable, the parties shall try to agree substitute provision for that which is invalid or unenforceable.

22.4 Both parties shall perform all acts and execute all documents which are necessary to give full force and effect to any provision of this Agreement.

22.5 No waiver or amendment of any provision of this Agreement shall be effective unless made in writing signed by both parties or by mutual agreement via email correspondence.

22.6 Except where expressly stated to the contrary, no provision of this Agreement is intended to or creates any right or benefit enforceable against the parties to this Agreement by any person who is not a party under the Contracts (Rights of Third Parties) Act 1999. This Agreement and its terms may be varied, amended or modified, suspended, cancelled, rescinded or terminated without the consent of any third party having the right to enforce its terms.

22.7 This Agreement shall be governed by English law in all respects (including formation and interpretation) and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

22.8 In this Agreement, unless otherwise specified:

22.8.1 References to ComAp and the Customer include their permitted successors and assigns;

22.8.2 Words and expressions that are defined in the Copyright, Designs and Patents Act 1988 or the Copyright and Rights in Databases Regulations 1997 shall bear the same meanings in this Agreement;

22.8.3 References to clauses and sub-clauses are references to clauses and sub-clauses of this Agreement;

22.8.4 Headings to clauses are for convenience only and do not affect the interpretation of this Agreement;

22.8.5 Any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced and including all subordinate legislation made under it from time to time;

22.8.6 Words indicating the singular include the plural, words importing any particular gender shall include all other genders and references to persons shall include companies and other unincorporated associations or bodies and (in each case) vice versa;

22.8.7 In the event of any inconsistency or conflict between these Standard Terms and the content of the Special Conditions, the Special Conditions shall prevail to the extent of the inconsistency or conflict; and 22.8.8 any reference to "including" shall mean "including without limitation".

22.9 These Terms are drawn up in the English language. If these Terms are translated into another language; the English language text shall in any event prevail.