

**VIXEN CATERING EQUIPMENT LTD**

**TERMS AND CONDITIONS  
FOR THE SUPPLY OF GOODS AND OF SERVICES.**

**1. INTERPRETATION**

1.1 In these terms and conditions:

“**Vixen**” means Vixen Catering Equipment Limited (registered in England, company number 07521784) having its registered office at 464 – 466 Manchester Road, Stocksbridge, Sheffield, S36 2DU.

“**Background Intellectual Property**” means Intellectual Property in the Goods and/or in any process, device, tool or technique used by a Party in fulfilling its obligations under the Contract and which Intellectual Property already exists at the date of the Contract or is generated other than performance of work under the Contract;

“**Charges**” means the charges made by Vixen for the provision of Services and the Goods;

“**Contract**” means the agreement concluded between Vixen and the Customer, including the Specification, plans, drawings and other documents that are incorporated into it, and incorporating these terms and conditions;

“**Customer**” means the party who purchases or agrees to purchase the Services and the Goods;

“**Customer Resources**” has the meaning given in Clause 4.1;

“**Deliverables**” means (i) the Goods; and (ii) any documents, articles or other materials, and any data or other information which are stated in the contract to be provided by Vixen to the Customer and resulting from the performance of the Services or in the absence of such a statement, a final report which shall include relevant information arising from the performance of the Services;

“**Foreground Intellectual Property**” means Intellectual Property arising out of the performance of any work by Vixen and/or Customer under the Contract (but for the avoidance of doubt excluding Background Intellectual Property);

“**Goods**” shall mean the goods to be supplied under the Contract;

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**“Intellectual Property”** means all the patents, utility models, trade marks, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; database rights; rights protecting goodwill and reputation; know-how; inventions; secret formulae and processes; other confidential information and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.

**“Party”** means either of Vixen and the Customer as applicable, together being the “Parties”;

**“Proprietary Information”** means trade secrets, and all other information of a confidential or proprietary nature including but not limited to any and all technical information, data, drawings, process information and know-how and embracing reports, computer software whether in object or source code) and designs and any information concerning products, customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests and development plans, and in whatever form whether in writing, given orally or contained in an electronic format, and which is either marked as confidential (or with some similar legend) or otherwise clearly intended to be confidential;

**“Services”** means the programme of work to be performed by Vixen as detailed in the Contract, excluding work associated with the manufacture and/or supply of the Goods;

**“Specification”** means the description, purpose and technical specification for the Goods, as detailed in the Contract, and;

**“Work”** means the performance of the Services and/or the supply of the Deliverables.

1.2 In the Contract references to (i) any statute of or statutory provision shall, unless the context otherwise requires, be constructed as a reference to that statute or provision as from the time to time amended, consolidated, modified, extended, re-enacted or replaced; (ii) the masculine includes the feminine and the neuter and vice versa; (iii) the singular include the plural and vice versa; and (iv) to Clauses are references to the clauses set out in these terms and conditions. The headings to these terms and conditions will not affect their interpretation.

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## **2 APPLICATION OF TERMS**

- 2.1 These terms and conditions are the only terms upon which Vixen in connection with the supply of goods and services will deal with the Customer and they shall govern the Contract to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, conformation of order, specification or other document).
- 2.2 Each order by the Customer for the performance or Work shall be deemed to be an offer by the Customer to purchase Work subject to these terms and conditions.

## **3 SUPPLY OF GOODS & SERVICES AND DELIVERY**

- 3.1 Vixen shall: (i) perform the Services; and (ii) supply the Deliverables. Unless otherwise stated in the Contract, Deliverables shall be delivered by Vixen to the place specified by the customer in the Contract at such a time as is agreed by Vixen. Time will not be of the essence for delivering of Deliverables and performance of the services.
- 3.2 The Customer shall be responsible for providing all appropriate instructions, documents, licences or authorisations in a timely manner to enable Vixen to perform the Services and deliver the Deliverables.
- 3.3 If for any reason the Customer does not accept delivery of any Deliverables when they are ready for delivery, then Vixen may store the Deliverables and the Customer shall pay Vixen its reasonable charges in respect of such storage. If the Deliverables have not been collected by the customer within sixty (60) calendar days from the date of first being advised of their availability, Vixen may dispose of such Deliverables at the Customer's expense.
- 3.4 The Customer shall notify Vixen of any damage to Deliverables or shortfall in quantity as soon as practicable but not later than two (2) calendar days after delivery. In such circumstances the remedies provided in Clause 10.2 shall apply.

## **4 CUSTOMER RESOURCES**

- 4.1 The Customer will make available free of charge and risk to Vixen at the times agreed by Vixen all necessary personnel, materials, equipment and resources ("Customer Resources") reasonably required by Vixen to carry out the Work, and

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(to the extent applicable) the Customer shall, at its expense, remove any Customer Resources which are at Vixens premises which have not been incorporated into the Deliverables at the expiry or earlier termination of the Contract.

- 4.2 The Customer represents and warrants that it has full right, authority and licence to enter into this Contract and to supply and disclose the Customer Resources and its use by Vixen for the purpose of performing the Work will not infringe the copyright or other intellectual property rights of any third party.
- 4.3 In the event of any failure or delay on the part of the Customer to supply such Customer Resources, or if the same are not in accordance with this Contract or are not fit for the purpose provided, then Vixen shall within a reasonable time notify the Customer of any delay or defect, including particulars of the same and the Customer shall as soon as reasonably practicable and at its own expense supply replacement Customer Resources or make good such defect. In such circumstances, Vixen may: (i) extend the period for performance of the Work by a reasonable time; and (ii) adjust the Charges to meet any additional expenditure howsoever incurred by Vixen as a result of any delay or defect and the Customer shall pay such additional Charges; and/or (iii) serve notice under Clause 16.1.1; and/or (iv) terminate the Contract forthwith.

## **5 PRICE AND PAYMENT TERMS**

- 5.1 Vixen shall invoice the Customer at the times stated in the Contract, or otherwise: (i) in respect of the Services, at the end of each month in which the Services are provided; and (ii) in respect of Goods, upon delivery.
- 5.2 The Customer shall pay to Vixen the Charges in respect of the Work by bank transfer to a bank account nominated by Vixen within 30 days of submission of an invoice by Vixen.
- 5.3 Unless otherwise stated in the Contract, the Charges are exclusive of any Value Added Tax, sales tax or similar, and any taxes, duties or imposts chargeable thereon all of which shall be payable by the Customer as an additional charge. All payments due from the Customer shall be made without deduction of any set-off's, taxes, charges and other duties (including any withholding or income taxes).
- 5.4 If the Customer disputes any invoice or part thereof, the Customer shall immediately notify Vixen in writing of reasons therefore. The Customer shall immediately pay the undisputed portion of the invoice and the Parties shall seek to

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resolve the dispute within 14 days, and in the absence of a resolution the provisions of Clause 20 (Dispute Resolution) shall apply. Upon resolution of the dispute, such sum as is agreed by the Parties as payable shall be paid immediately to Vixen, together with any interest due under Clause 5.5.

5.5 If the Customer fails to pay Vixen any sum due pursuant to the Contract, the Customer will be liable to pay interest to Vixen on such sums from the due date for payment at an annual rate equivalent to the base lending rate from time to time of National Westminster Bank plc plus 4 per centum, accruing on a daily basis until payment is made, whether before or after any judgement.

5.6 Whenever under the Contract any sum of money shall be recoverable from or payable to the Customer, Vixen may deduct the same from any sum then due to the Customer under the Contract or any other contract between Vixen and the Customer.

## **6 INTELLECTUAL PROPERTY RIGHTS**

6.1 Ownership of Background Intellectual Property shall remain unaffected by this Contract.

6.2 Ownership of any and all foreground Intellectual Property shall vest exclusively in Vixen and/or its contractors.

6.3 The Customer undertakes itself, not to assist or authorise or purport to authorise any third party reverse-engineer, de-compile, copy or reproducer all or any part of the Deliverable nor seek or attempt to do so or to otherwise gain access to any Proprietary Information contained or incorporated in the Deliverables nor to use the same and/or any Intellectual Property in the Deliverables for any purpose outside the scope of the normal and intended use of Deliverables

## **7 RISK AND TITLE**

7.1 The Deliverables shall be at the risk of the Customer from the time of delivery in accordance with Clause 3.

7.2 Subject to Clause 7.3 ownership of any and all documents, drawings, design information, data, software, databases, information and/or Deliverables (and any copies thereof) produced under the Contract shall vest exclusive in Vixen and, upon request from Vixen (and except and to the extent the same constitute Goods

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for the purpose of the Contract),  
the same to Vixen and not retain any copies.

the Customer shall return

7.3 Where the Contract states that ownership of any Deliverable shall pass to the Customer, such ownership shall not pass until Vixen has received in full (in cash or cleared funds) all sums due to it in respects of (i) the Work and the Deliverables; and (ii) all other sums which are or which become due to Vixen from the Customer under the Contract. For the avoidance of doubt any such transfer of ownership of a Deliverable shall not imply transfer of ownership of any Intellectual Property or Proprietary Information therein and the Customer's sole and entire rights in and to any such Intellectual Property and/or Proprietary Information shall be and remain exclusively to those arising under Clause 6.3, notwithstanding any such transfer of ownership of a Deliverable.

7.4 Vixen shall be entitled to recover payment for the Work notwithstanding that ownership of any Deliverables or any part of them has not passed to the Customer.

7.5 Prior to ownership of any Deliverables passing to the Customer, the Customer grants Vixen its agents and employees an irrevocable licence at any time to enter any premises, on reasonable notice, where such Deliverables are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

## **8 VIXEN PERSONNEL**

8.1 The Customer undertakes during the term of the Contract and for 12 months after completion or earlier determination of the Contract not to solicit or make an offer of employment (or an offer for services) to any Vixen employee, officer or agent engaged in performance of the work under the Contract.

## **9 WORK PERFORMED ON VIXEN OR CUSTOMER PREMISES**

9.1 Where the Contract requires Vixen to perform work at the Customer's premises, the Customer shall be responsible for arranging, in good time and at its own expense, all permits, licenses or other permissions necessary to enable Vixen employees, agents and representatives working on the Customer's premises shall abide by such reasonable regulations as are applicable to their presence on the Customer's premises where possible.

## **10 WARRANTY AND EXCLUSIVE REMEDY**

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10.1 Vixen warrants:

- 10.1.1 that it shall use reasonable skill and care in performance of the Services; and  
10.1.2 at the time of delivery the Goods shall be, and shall perform, substantially in accordance with their Specification as expressly stated in any plans, drawings and other documents expressly incorporated into the Contract;

Notwithstanding the generality of the foregoing Vixen makes no warranty that all or any of the Deliverables will be suitable for or to enable the Customer to achieve any particular purpose even when such purpose has been notified to Vixen.

10.2 In the event that:

- 10.2.1 In the case of Deliverables, within the period of three (3) months from delivery of such Deliverables (and subject always to Clause 10.5 below), any defect or fault is found to exist in the Deliverables which defect or fault causes Vixen to be in breach of its warranty at Clause 10.1.1; or  
10.2.2 In the case of Goods, within the period of three (3) months from delivery of the Goods (and subject always to Clause 10.5 below), any default or fault is found to exist in the Goods which default causes Vixen to be breach of its warranty at Clause 10.1.2;

Vixen shall at its option either (i) repair or replace such Deliverables (or the defective part); or (ii) re-perform the relevant Services or part thereof; or (iii) refund such proportion of the Charges paid to Vixen by the Customer for them as reasonable, PROVIDED THAT, if Vixen so requests, the Customer shall, at the Customers expense, return any Deliverables or the part which is defective to Vixen.

10.3 Vixen makes no warranty that all or any Deliverables will not infringe the rights of any third party.

10.4 Vixen makes no warranty in connection with the use of all or any of the Deliverables by the Customer and/or any third party to whom they are supplied by or through the Customer hereby indemnifies Vixen from and against Vixen arising from or relating to any such use of the Deliverables.

10.5 Vixen shall have no liability of any kind for any breach of its warranty in Clause 10.1.2 in circumstances where:

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10.5.1 The Customer affects or attempts to affect the repair of the Goods without Vixens prior written consent; or

10.5.1.1.1 The Customer fails to give written notice of the alleged breach to Vixen within 20 days of the time when the Customer discovers or ought to have discovered it and in any event no later than ten (10) days after the expiry of the warranty period stated in Clause 10.2.2, or having given such notice:

10.5.1.1.2 Fails to give Vixen a reasonable opportunity to examine the Deliverables concerned; or

10.5.1.1.3 Fails (having been asked to do so by Vixen) to return, at the Customer's cost, such Deliverables for examination at Vixens place of business; or

10.5.1.2 Continues to make full or substantially full use of such Deliverables; or

10.5.1.3 The defect arises as a result of:

10.5.1.3.1 Defects in any Customer Resources or the Customer failing to follow Vixens oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Deliverables or (if there are none) good trade practice; or

10.5.1.4 Fair wear and tear or misuse; or

10.5.1.4.1 Any sums remain due and outstanding under the Contract at the date of receipt by Vixen of the notice referred to in Clause 10.5.2

10.6 Where Vixen supplies, under this Contract, any goods supplied by a third party, Vixen does not give any warranty, guarantee or assurance of any kind as to their quality, fitness for purpose or otherwise, but shall, where reasonably possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the party supplying the goods to Vixen.

10.7 The customer acknowledges and accepts that the warranties at clause 10.2 are it's sole and entire warranties and remedies in connection with the supply to it by Vixen of the deliverables and the performance by Vixen of any work to be carried out under this contract. All other representations and warranties which may otherwise be implied (by statute or otherwise be implied (by statute or otherwise) in relation to such supply are excluded to the fullest extent permitted by law..

## 11. DELAY IN DELIVERY

11.1 Vixen shall use its reasonable endeavours to achieve any dates agreed for delivery, but shall be under no liability for any failure to achieve such dates

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## 12. LIMITATION OF LIABILITY

12.1 The following provisions set out the entire financial liability of Vixen (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer arising under or in connection with the Contract in respect of:

12.1.1 Any breach of the Contract; and

12.1.2 Any representation, statement or tortious act or omission including negligence.

12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in the Contract shall exclude or limit the liability of Vixen for;

12.3.1 Death or personal injury caused by Vixens negligence; or

12.3.2 Fraud committed by Vixen; or

12.3.3 Any other matter which it would be illegal, or in breach of any statutory provision, for Vixen to exclude or attempt to exclude its liability for.

12.4 Subject to Clause 12.3, Vixens aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Charges payable under the Contract pursuant to Clause 5.

12.5 Subject to Clause 12.3, Vixen shall not be liable to the Customer for: (i) any, indirect, special or consequential loss, damage, cost, expenses or other claims whatsoever; or (ii) any economic loss (including loss of profit, loss of business, depletion of goodwill or like loss); or (iii) any loss, damage or liability to the extent caused by the negligence, wilful misconduct or other fault of the Customer, its employees, agents or contractors or a breach by the Customer of this Contract; in each case howsoever caused, including without limitation negligence or breach of statutory duty or misrepresentation, arising out of or in connection with the Contract

## 13. DESCRIPTION

13.1 Except to the extent that they form part of the Specification or are expressly incorporated into this Contract, all drawings, descriptive matter, specifications

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and advertising issued by Vixen and any descriptions or illustrations contained in Vixen's catalogues or brochures are issued or published for the sole purpose of giving the approximate idea of the matters describing them and will not form part of this Contract.

#### 14. SAFETY

- 14.1 The Customer shall, in accordance with statutory health and safety requirements, provide prior written notice to Vixen of any health or safety hazard associated with any Customer Resources and/or Customer facilities used by Vixen in connection with the performance of the Services.
- 14.2 The Customer shall meet any reasonable costs incurred by Vixen resulting from the rejection of such Customer Resources by Vixen and Vixen shall not be liable for any costs or delays to the Contract resulting from any decision under this Clause.
- 14.3 Vixen may at the time make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services. In the event that changes are made to the Services resulting from safety or other statutory requirements which become effective after the date of this Contract, then the reasonable charges associated with such change shall be to the Customer's account and Vixen shall be entitled to a reasonable extension of time for performance of the Services.

#### 15. COMMERCIAL CONFIDENTIALITY

- 15.1 Without prejudice to the rights of either Party arising elsewhere in the Contract, all Proprietary Information exchanged between the Customer and Vixen (including that contained in any Customer Resources and Deliverables) shall be treated as commercially confidential in accordance with this Clause.
- 15.2 Neither Party shall use, disclose or knowingly permit to be disclosed to any person (except those employees, agents or sub-contractors who need to know the information for the purposes of the Contract) any Proprietary Information of the other Party without the prior written consent of the other Party and both Parties shall ensure that such employees are subject to like obligations of confidentiality as bind the Parties.

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- 15.3 The obligations of confidentiality owed by one Party to the other set out in this Clause shall remain in force despite the completion (or earlier determination) of the Contract that shall not apply to information which:
- 15.3.1 Is in or enters the public domain (otherwise than by breach of the receiving Party's confidentiality obligations under this Agreement);
  - 15.3.2 Is known without restriction to the receiving Party at the time of disclosure without breach of any obligation of confidentiality;
  - 15.3.3 Becomes known to the receiving Party without restriction from an independent source having the right to convey it;
  - 15.3.4 Is shown to the reasonable satisfaction of the originating Party to have been generated independently by the receiving Party;
- 15.4 Nothing herein shall prevent the disclosure of information by the receiving Party to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal providing that:
- 15.4.1 The receiving Party first gives the other Party, where possible, opportunity to make and/or manage the necessary disclosure;
  - 15.4.2 Where the receiving Party is required to make the disclosure itself, the disclosure made is the minimum required (having regard to all possible exemptions from disclosure) and is made under maximum possible constraints of confidentiality; and
  - 15.4.3 The other Party is provided with full information on the intended disclosure and is fully consulted.
- 15.5 The Parties acknowledge that damages would not be an adequate remedy for any breach of this Clause and that (without prejudice to any other rights or remedies that the Parties may be entitled to as a matter of law), both Parties will be entitled to the remedies of injunction, specific performance, and other equitable relief to enforce the provisions of this Clause and no proof of special damages shall be necessary for the enforcement of the provisions of this Clause.

## 16. **TERMINATION FOR BREACH**

- 16.1 Without prejudice to any rights of action or remedy which have been accrued or shall accrue, either Party (the "Terminating Party") may at any time by written notice (see Clause 21) terminate the Contract if;

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- 16.1.1 The other Party is in breach of any material obligation under the Contract and if the breach is capable of remedy, the other Party has failed to remedy such breach within thirty (30) days or written notice to that Party requiring remediation of the breach; or
- 16.1.2 Any distress, execution or other process is levied upon any of the assets of the other Party; or
- 16.1.3 The other Party enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other Party's undertaking or assets; or
- 16.1.4 The other Party ceases or threatens to cease to carry on its business; or
- 16.1.5 The financial position of the other Party deteriorates to such an extent that in the opinion of the Terminating Party capability of the other Party adequately to fulfil its obligations under the Contract has been placed in jeopardy.

16.2 Where Vixen terminates the Contract under this Clause, the Customer shall within seven (7) days to pay Vixen: (i) all outstanding payments invoiced by Vixen under the Contract at the date of termination; (ii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination; (iii) all costs (including overheads) and liabilities incurred by Vixen arising out of or resulting from termination, including but not limited to suppliers' and sub-contractors' cancellation charges; and (iv) a sum in respect of the profits which Vixen would have made under the Contract but for its termination.

16.3 The provisions of Clauses 4.2, 5.5, 5.6, 6, 7.2, 8, 10, 12, 15, 17, 19, 20, 22.5 and 23 shall survive termination of this Contract together with any other provision by which the nature of its terms is implicitly intended to survive termination.

## 17. **FORCE MAJEURE**

17.1 Vixen shall not be liable for any failure to perform, or any delay in performing, its obligations if the failure or delay is due directly or indirectly to any cause beyond the reasonable control of Vixen, which shall include but not be limited to the following;

17.1.1 Any act of God, fire, flood, explosion, accident, war, governmental actions, strikes, civil disturbances or emergency;

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17.1.2 Any major plant or equipment or power failure or shortage which has a material effect on the operation of a facility; or

17.1.3 The postponement of any trial or test as a result of adverse weather or unsafe conditions.

17.2 In the event of failure or delay arising from such circumstances, Vixen will provide full details to the Customer and shall take all reasonable steps to mitigate the effect of the delay. Performance of the Contract shall be suspended for such time as the delay continues.

17.3 Either Party may terminate this Contract upon written notice to the other Party and if the event of Force Majeure lasts more than 180 days. In such event the Parties shall, subject to the provisions of Clause 16.3, be released from all obligations under the Contract and the Customer shall pay to Vixen within seven (7) days: (i) all outstanding payments invoiced by Vixen under the Contract at the date of termination; and (ii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination.

## 18. **ASSIGNMENT**

18.1 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of Vixen.

18.2 Vixen may assign the Contract or any part of it to any person, firm or company.

## 19. **DISPUTE RESOLUTION**

19.1 If any dispute arises out of or in connection with this Contract ( "Dispute" ) the Parties undertake that, prior to the commencement of any legal proceedings pursuant to Clause 23, they will seek to have the Dispute resolved before resorting to legal action.

## 20. **EXPORT LICENSES**

20.1 Vixen shall use reasonable endeavours to obtain all necessary UK export or other licenses, consents, clearances and/or authorisations (together, the "Export Licenses" ) required in order to sell and export the Services and Deliverables.

20.2 In the event that such Export Licenses are not granted or are revoked, then:

20.2.1 Such event shall be deemed to be a Force Majeure under Clause 17 and Vixen shall have no liability to the Customer for completing the sale of any Services or Deliverables affected by such Export Licenses, or for any loss, expense or damage whatsoever suffered by the Customer; and

20.2.2 Notwithstanding Clause 17.3, Vixen may, by notice in writing to the Customer, immediately terminate this Contract or any part of it relating to the Services or Deliverables in respect of which the Export Licenses have not been granted or have been revoked.

## 21. NOTICES

21.1 A notice given under or in connection with the Contract must be in writing and delivered by hand or sent by first class post to Vixen at the main office at 464 – 466 Manchester Road, Stocksbridge, Sheffield S36 2DU or to such other address as either Vixen or the Customer (as the case may be) may substitute by notice to the other Party.

21.2 Notice shall be deemed given:

21.2.1 If sent by first class post or international overnight courier: two business days after posting or sending such courier exclusive of the day of posting or sending;

21.2.2 If delivered by hand: on the day of delivery.

## 22. MISCELLANEOUS

22.1 No amendment to the Contract shall be effective unless signed on behalf of both Parties.

22.2 A person who is not a Party to the Contract shall have no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Contract. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant by that Act.

22.3 Failure by either Party to enforce, at any time for any period, any one or more of the terms or conditions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.

22.4 The Contract constitutes the entire agreement between the Parties in connection with it's subject matter and neither Party has relied on any representation or promise except as expressly set out in the Contract.

**Vixen Catering Equipment Ltd.,**  
464-466 Manchester Road, Stocksbridge, Sheffield, S36 2DU  
Tel: 0114 288 8416, Fax : 0871 528 8089  
e-mail: [info@vixencatering.co.uk](mailto:info@vixencatering.co.uk)  
[www.vixencatering.co.uk](http://www.vixencatering.co.uk)  
Company reg. no.07521784  
VAT reg. 107228929

22.5 If any provision of these terms and conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

## 23. **GOVERNING LAW AND JURISDICTION**

23.1 The Contract shall be governed by and construed in accordance with English law.

23.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English Courts PROVIDED THAT each Party shall have the right to enforce a judgement of the English Courts in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated AND FURTHER PROVIDED THAT each Party shall have the right to take proceedings before the courts of any competent authority of any country for injunctive or interim remedies in relation to any breach of this Agreement including any infringement of a Party's Intellectual Property.

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