

Weatherall Equipment's Terms and Conditions of Hire

1. Interpretation

1.1 The definitions and rules of interpretation in the Schedule shall apply to these Conditions and the Contract.

2. Basis of contract

2.1 These Conditions apply to the contract for the hire of the Goods by the Customer from Weatherall to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to hire the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Weatherall issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by Weatherall are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the hire of Goods given by Weatherall shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. Goods Hire and Servicing

3.1 Weatherall shall hire the Goods to the Customer for use at the Site subject to the terms and conditions of the Contract.

3.2 Weatherall shall not, other than in the exercise of its rights under these Conditions or applicable law, interfere with the Customer's quiet possession of the Goods.

3.3 The Contract starts on the Commencement Date and shall continue for the Initial Hire Period, unless terminated earlier in accordance with its terms, and shall automatically extend for an additional period of one week (**Extended Hire Period**) at the end of the Initial Hire Period and at the end of each Extended Hire Period. Either party may give written notice to the other party, not later than three Business Days before the end of the Initial Hire Period or the relevant Extended Hire Period, to terminate this agreement at the end of the Initial Hire Period or the relevant Extended Hire Period, as the case may be. The Initial Hire Period and any Extended Hire Period(s) shall constitute the "**Hire Period**".

3.4 During the Hire Period, the Customer shall be required to submit the Goods to Weatherall for servicing at the intervals set out in the Specification and/or the Third Party Manufacturer Documentation (as the case may be) ("**Service**"). Upon the Customer's request, Weatherall shall provide the Customer with an estimate of the charges for performing the Service together with any Customer responsibilities in connection with the performance of the Service (such as whether the Goods have to be returned to Weatherall for the Service, or whether access is required to the Customer's site for performance of the Service). Subject to the Customer's performance of such obligations, Weatherall agree to perform the Service. In the event that any component of the Goods or other consumables require replacing during the Service ("**Service Replacements**"), Weatherall shall invoice the Customer for the cost of such Service Replacements. Any invoices raised by

Weatherall in accordance with this condition shall be payable within 30 days of the date of the invoice.

4. Delivery and installation

4.1 Delivery shall be made by Weatherall. Weatherall shall use all reasonable endeavours to effect Delivery by the Delivery Date.

4.2 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Goods. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Goods 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 Weatherall, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.

4.3 To facilitate Delivery and any installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable such Delivery and installation to be carried out safely and expeditiously.

4.4 If the Customer fails to accept delivery of the Goods when Weatherall tenders Delivery, then, except where such failure is caused by Weatherall's failure to comply with its obligations under this agreement:

- (a) the Goods shall be deemed to have been delivered at 9.00 am on the date Weatherall tendered Delivery; and
- (b) Weatherall shall store the Goods until the Customer takes possession of the Goods, and charge the Customer for all related costs and expenses (including insurance).

5. Goods Quality

5.1 Weatherall warrants that:

- (a) on delivery on delivery, the Goods will be free from material defects in design, material and workmanship and conform in all material respects with any material specification relating to the Goods; and
- (b) during the Third Party Warranty Period each Third Party Product will comply with the relevant Third Party Manufacturer Warranty.

5.2 Subject to Condition 5.3, if:

- (a) the Customer gives notice in writing to Weatherall during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Condition 5.1;
- (b) Weatherall is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by Weatherall) returns such Goods to Weatherall's address at the Customer's cost,

Weatherall shall, at its option, repair or replace the defective Goods, or refund the Hire Payments paid in respect of the defective Goods in full.

5.3 Weatherall shall not be liable for the Goods's failure to comply with the warranty set out in Condition 5.1 if:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with Condition 5.2;
- (b) the defect arises because the Customer failed to follow Weatherall's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises because the Customer has failed to comply with any obligation for the Goods to be serviced during the Hire Period;
- (d) the defect arises as a result of Weatherall following any drawing, design or specification supplied by the Customer;
- (e) the Customer alters or repairs such Goods without the written consent of Weatherall;

- (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (g) the Goods differs from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this Condition, Weatherall shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Condition 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by Weatherall.

6. Title, risk and insurance

6.1 For the duration of the Hire Period, the Goods shall at all times remain the property of Weatherall, and the Customer shall have no right, title or interest in or to the Goods (save the right to possession and use of the Goods subject to the terms and conditions of this Agreement).

6.2 The risk in the Goods shall pass to the Customer in accordance with the Incoterms 2020 delivery term set out in the Order or, if not such term is including in the Order, as set out by Weatherall in its acknowledgement of the Order. The Goods shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Goods is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Goods is redelivered to Weatherall. During the Hire Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

- (a) insurance of the Goods to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Weatherall may from time to time nominate in writing;
- (b) insurance for such amounts as a prudent owner or operator of the Goods would insure for, or such amount as Weatherall may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Goods; and
- (c) insurance against such other or further risks relating to the Goods as may be required by law, together with such other insurance as Weatherall may from time to time consider reasonably necessary and advise to the Customer in writing.

6.3 If the Customer fails to effect or maintain any of the insurances required under these Conditions, Weatherall shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

6.4 The Customer shall give immediate written notice to Weatherall in the event of any loss, accident or damage to the Goods arising out of or in connection with the Customer's possession or use of the Goods.

7. Customer's responsibilities

7.1 The Customer shall at all times:

- (a) ensure that the Goods are kept and operated in a suitable environment, used only for the purposes for which they are designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Weatherall;
- (b) take such steps (including compliance with all safety and usage instructions provided by Weatherall) as may be necessary to ensure, so far as is reasonably practicable, that the Goods is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

(c) maintain at its own expense the Goods in good and substantial repair in order to keep them in as good an operating condition as they were on the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Goods;

(d) make no alteration to the Goods and shall not remove any existing component (or components) from the Goods without the prior written consent of Weatherall unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title in all substitutions, replacements, renewals made in or to the Goods shall vest in Weatherall immediately on installation;

(e) keep Weatherall fully informed of all material matters relating to the Goods;

(f) keep the Goods at all times at the Site and shall not move or attempt to move any part of the Goods to any other location without Weatherall's prior written consent;

(g) permit Weatherall or its duly authorised representative to inspect the Goods at all reasonable times and for such purpose to enter on the Site or any premises at which the Goods may be located, and shall grant reasonable access and facilities for such inspection;

(h) not, without the prior written consent of Weatherall, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of them;

(i) not without the prior written consent of Weatherall, attach the Goods to any land or building so as to cause the Goods to become a permanent or immovable fixture on such land or building. If the Goods do become affixed to any land or building then the Goods must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Goods from any land or building and indemnify Weatherall against all losses, costs or expenses incurred as a result of such affixation or removal;

(j) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Weatherall in the Goods and, where the Goods has become affixed to any land or building, the Customer must take all necessary steps to ensure that Weatherall may enter such land or building and recover the Goods, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Weatherall of any rights such person may have or acquire in the Goods and a right for Weatherall to enter onto such land or building to remove the Goods;

(k) not suffer or permit the Goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Goods are so confiscated, seized or taken, the Customer shall notify Weatherall and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Goods and shall indemnify Weatherall on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(l) not use the Goods for any unlawful purpose;

(m) be solely responsible for ensuring that the Goods meet the Customer's requirements; and

(n) not do or permit to be done anything which could invalidate any insurances.

7.2 The Customer acknowledges that Weatherall shall not be responsible for any loss of or damage to the Goods arising out

of or in connection with any negligence, misuse, mishandling of the Goods or otherwise caused by the Customer or its officers, employees, agents and contractors,.

8. Goods

8.1 The Customer shall indemnify Weatherall against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Weatherall arising out of, or in connection with:

- (a) any claim made against Weatherall for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Weatherall's use of the Specification; or
- (b) any errors or inaccuracies in the Specification of any Goods to the extent arising out of or contained in any instructions, measurements, dimensions or other information relating to the Goods provided to Weatherall by the Customer; or
- (c) any failure by the Customer to comply with its obligations in these Conditions.

8.2 Weatherall reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Weatherall shall, to the extent necessary, notify the Customer in any such event.

8.3 This Condition shall survive termination of the Contract.

9. Price and payment

9.1 The Hire Price for the Goods shall be the price set out in Weatherall's quotation or, if no price is quoted, Weatherall's acknowledgement of the Order.

9.2 The price of the Goods, except where otherwise provided by the relevant Incoterms 2020 commercial term set out in the Order or otherwise agreed by Weatherall:

- (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to Weatherall at the prevailing rate; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer (including any taxes in relation to the import of Goods in relation to any delivery outside the United Kingdom).

9.3 Weatherall may, by giving notice to the Customer at any time 15 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond Weatherall's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give Weatherall adequate or accurate information or instructions.

9.4 The Customer acknowledges that any delivery costs set out within the Order shall be deemed to be an estimate only. The final amount of delivery costs shall be set out in the invoice provided by Weatherall in accordance with Condition 9.3 and such costs shall be based upon the costs properly incurred by Weatherall in delivering the Goods.

9.5 Weatherall shall invoice the Customer for the hire of the Goods during the Hire Period on or at any time after Weatherall's acceptance of the Order.

9.6 The Customer shall, unless otherwise agreed by Weatherall, pay each invoice submitted by Weatherall:

- (a) prior to the Delivery Date, unless otherwise agreed in Weatherall's acknowledgement of the Order; and

(b) in full and in cleared funds to a bank account nominated in writing by Weatherall, and

(c) time for payment shall be of the essence of the Contract.

9.7 If the Customer fails to make a payment due to Weatherall under the Contract by the due date, then, without limiting Weatherall's remedies under clause 12, 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 9.7 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%.

9.8 All amounts due under the Contract 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).

10. Limitation of liability

10.1 Weatherall has obtained insurance cover in respect of certain aspect of its own legal liability for individual claims. The limits and exclusions in this Condition reflect the insurance cover Weatherall has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

10.2 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

10.4 Subject to clause 10.3, Weatherall's total liability to the Customer under any Order shall not exceed the greater of (i) the total value of the Hire Payments for the Goods paid by the Customer to Weatherall under that Order in the 12 months prior to the date of any claim and (ii) ten thousand pounds (£10,000).

10.5 Subject to clause 10.3, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

10.6 Weatherall has given commitments as to compliance of the Goods with relevant specifications in Condition 5. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.7 This clause 10 shall survive termination of the Contract.

11. Change Control Procedure

11.1 Either party may submit a written request (**Change Request**) for change to the Goods or Services (**Change**) to the other party in accordance with this Condition, but no Change will come into effect until a written record of any Change agreed or to be agreed by the parties has been signed (**Change Control Note**) has been signed by the authorised representatives of both parties.

11.2 If the Customer requests a Change:

- (a) the Customer will submit a written request to Weatherall containing as much information as is necessary to enable Weatherall to prepare a Change Control Note; and

(b) within 10 Business Days of receipt of a request, unless otherwise agreed in writing by the parties, Weatherall will send to the Customer a Change Control Note.

11.3 If Weatherall requests a Change, it will send to the Customer a Change Control Note.

11.4 If, following the Customer's receipt of a Change Control Note pursuant to Condition 11.2 or Condition 11.3:

(a) the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend the relevant Order relating to the Goods or Services which are the subject of the Change Request;

(b) either party does not agree to any term of the Change Control Note, then Weatherall shall continue to supply the Goods or Services as if such Change Request had not been submitted.

11.5 Each party will bear its own costs in relation to dealing with any Change Request and negotiating any Change.

12. Termination

12.1 Without limiting its other rights or remedies, Weatherall may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within five Business Days of being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

12.2 Without limiting its other rights or remedies, Weatherall may suspend provision of the Goods under the Contract if the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(d), or Weatherall reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.3 Without limiting its other rights or remedies, Weatherall may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

12.4 On termination of the Contract, however caused:

(a) Weatherall's consent to the Customer's possession of the Goods shall terminate;

(b) The Customer shall promptly and at its own cost and expense, return the Goods to Weatherall's address or such other location as is notified to the Customer by Weatherall;

(c) In the event that the Customer has not returned any Goods in its possession within seven (7) days after the date of termination of the Contract, Weatherall may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Goods and for this purpose may enter the Site or any premises at which the Goods is located;

(d) the Customer shall ensure the safe and proper storage of the Goods until it has returned the Goods to Weatherall or the

Goods have been collected by Weatherall (as the case may be); and

(e) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Weatherall on demand:

(i) all Hire Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Condition 9;

(ii) a sum equal to the whole of the Hire Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Hire Period; and

(iii) any costs and expenses incurred by Weatherall in recovering the Goods or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

12.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

13. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

14. General

14.1 **Use.** The Customer shall use the Goods in accordance with the terms and conditions set out in the Third Party Manufacturer Documentation

14.2 Assignment and other dealings.

(a) Weatherall may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Weatherall.

14.3 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

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

14.5 Waiver.

(a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

14.6 **Severance.** If any provision or part-provision of the Contract 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 the Contract. If any provision of the

Contract is deemed deleted under this clause 14.6 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.

14.7 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be (a) in writing and shall be delivered by hand, (b) sent by email to the (i) in the case of the Customer, email addresses set out in the Order and (ii) in the case of Weatherall, to the email address notified to the Customer by Weatherall or (c) by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- (b) Any notice shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume;
- (iii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- (c) This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.9 **Governing law.** The Contract, and any dispute or claim (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.

14.10 **Jurisdiction.** Each party irrevocably agrees 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 the Contract or its subject matter or formation.

Schedule – Definitions and Interpretation

1. Definitions:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.4.

Contract: the contract between Weatherall and the Customer for the hire of the Goods in accordance with these Conditions.
Customer: the person or firm who purchases the Goods from Weatherall.

Delivery Date: the date set out in Weatherall's acknowledgement of the Order.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Normal Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or email.

Specification: Specification: the specification (if any) for the Goods that is provided to the Customer by Weatherall.

Third Party Manufacturer: a third party responsible for manufacturing one or more Third Party Products.

Third Party Manufacturer Documentation: means the documentation for Third Party Product(s) which are provided to the Customer by Weatherall.

Third Party Manufacturer Warranty: the warranty provided by the Third Party Manufacturer in respect of the Third Party Product(s) (if any).

Third Party Product: any product or part of the Goods which are manufactured by a Third Party Manufacturer.

Third Party Warranty Period: the period of the Third Party Manufacturer Warranty.

Weatherall: Weatherall Equipment & Instruments Limited (registered in England and Wales with company number 01594740).

2. Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes email.