

To Mr.Eng Liviu Toader

Engineering Manager

CTS Romania

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Address: Bucuresti-Ploiest Street 42-44

Baneasa Business& Technology Park 3rd floor Building B,
Romania | www.cts-romania.net

Date: 03-05-2017

Quotation: GM 110153 Rev.1

Project Name: Brazi Romania Project

Dear Liviu

We thank you for your above referenced enquiry and are pleased to submit our formal quotation for the supply of Plenty Filtration products as detailed herein.

You are kindly requested to review and confirm the technical information detailed on the attached data sheet to avoid any processing delays in the event of an order.

We trust this proposal will be in full accordance with your requirements and look forward to working with you on this project. However, should you need any further information or clarification regarding this offer, please feel free to contact our technical sales office at your convenience.

Kind regards,

George Moga
SPX Regional Project Leader
Plenty Filters



SPX INTERNATIONAL

Plenty House
Hambridge Road
Newbury
Berkshire
RG14 5TR, UK

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SPX International Ltd. Registered Office - Eversheds LLP, Bridgewater Place, Water Lane, Leeds, LS11 5DR, England. Registration No: 0517486

COMMERCIAL DETAILS

Item	Size/Description/Scope of supply	Price Each (EUR)	Qty.	Sub Total (EUR)
1	BRAZI 1 6 in (150mm) NB Simplex Basket Strainer Model SN-6 Material: Cast steel ASTM A216 WCB Flanges drilled to ANSI 300 or PN50 (RF) With 2mm Perf SS316 Basket & 20 Mesh (1mm) SS316 Insert. Design pressure 51 barg @ 40 Deg C. PED Compliant CLEAN DP @ 140 M3/hr of 150 CST fluid = 0.17 Bar	5,985.00	1	5,985.00
1A	BRAZI 1 – SPARES 1 x Viton Cover O Ring 1 x 20 mesh SS 316 insert piece	725	1	725
2	BRAZI 2 8 in (200mm) NB Simplex Basket Strainer Model SN-8 Material: Cast steel ASTM A216 WCB Flanges drilled to ANSI 300 or PN50 (RF) With 2mm Perf SS316 Basket & 20 Mesh (1mm) SS316 Insert. Design pressure 51 barg @ 40 Deg C. PED Compliant CLEAN DP @ 250 M3/hr of 150 CST fluid = 0.18 Bar	7,157.00	1	7,157.00
2A	BRAZI 2 – SPARES 1x Viton Cover O Ring 1x 20 mesh SS 316 insert piece	788	1	788
3	BRAZI 3 DELETED	0.00	1	0.00
4	BRAZI 4 3 in (80mm) NB Simplex Basket Strainer Model SN-3 Material: Cast steel ASTM A216 WCB Flanges drilled to ANSI 300 or PN50 (RF) With 2mm Perf SS316 Basket & 20 Mesh (1mm) SS316 Insert. Design pressure 51 barg @ 40 Deg C. PED Compliant CLEAN DP @ 70 M3/hr of 100 CST fluid = 0.5 Bar	2,977.00	1	2,977.00
4A	BRAZI 4 – SPARES 1x Viton Cover O Ring 1x 20 mesh SS 316 insert piece	432	1	432
5	BRAZI 5 3 in (80mm) NB Simplex Basket Strainer Model SN-3 Material: Cast steel ASTM A216 WCB Flanges drilled to ANSI 300 or PN50 (RF) With 2mm Perf SS316 Basket & 20 Mesh (1mm) SS316 Insert. Design pressure 51 barg @ 40 Deg C. PED Compliant CLEAN DP @ 70 M3/hr of 100 CST fluid = 0.5 Bar	2,977.00	1	2,977.00
5A	BRAZI 5 – SPARES 1x Viton Cover O Ring 1x 20 mesh SS 316 insert piece	432	1	432

6	BRAZI 6 8 in (200mm) NB Simplex Basket Strainer Model SN-8 Material: Cast steel ASTM A216 WCB Flanges drilled to ANSI 300 or PN50 (RF) With 2mm Perf SS316 Basket & 20 Mesh (1mm) SS316 Insert. Design pressure 51 barg @ 40 Deg C. PED Compliant CLEAN DP @ 250 M3/hr of 800 CST fluid = 0.28 Bar	7,157.00	1	7,157.00
6A	BRAZI 6 – SPARES 1x Viton Cover O Ring 1x 20 mesh SS 316 insert piece	788	1	788
7	BRAZI 7 – IMPORT DELETED	0.00	1	0.00
8	BRAZI 8 – TOTAL 12 in (300mm) NB Simplex Basket Strainer Model SN-12 Material: Cast steel ASTM A216 WCB Flanges drilled to ANSI 300 or PN50 (RF) With 2mm Perf SS316 Basket & 20 Mesh (1mm) SS316 Insert. Design pressure 51 barg @ 40 Deg C. PED Compliant CLEAN DP @ 800 M3/hr of 800 CST fluid = 0.59 Bar	9,995.00 X 2 (Batterie duplex)= 19,990	1	19,990.00
8A	BRAZI 8 – SPARES 1x Viton Cover O Ring 1x 20 mesh SS 316 insert piece	1,186 X 2 =2,372	1	2,372
9	BRAZI 9 8 in (200mm) NB Simplex Basket Strainer Model SN-8 Material: Cast steel ASTM A216 WCB Flanges drilled to ANSI 300 or PN50 (RF) With 2mm Perf SS316 Basket & 20 Mesh (1mm) SS316 Insert. Design pressure 51 barg @ 40 Deg C. PED Compliant CLEAN DP @ 350 M3/hr of 800 CST fluid = 0.42 Bar	7,157.00	1	7,157.00
9A	BRAZI 9 – SPARES 1x Viton Cover O Ring 1x 20 mesh SS 316 insert piece	788	1	788
Total Price, Ex-Works, Unpacked				59,725.00
Packing, Suitable for Inland Road Transport				2000.00
Total Price, Ex-works UK				61,725.00

OPTION: Type 126 DP Gauge supplied & fitted to any strainer above @ €595.00 per unit

DELIVERY LEAD TIME AND SHIPPING TERMS

The ex-works delivery will be 12-14 working weeks from receipt of order for all cast units

Shipping Terms Packed ex-works

Delivery lead-times quoted are based on current production capacity, are subject to stock materials remaining unsold and will be calculated from receipt and acceptance of clear and actionable order accompanied by all necessary information to allow us to proceed with engineering. Approval time (if any) is excluded.

TERMS AND CONDITIONS

This quotation/proposal is subject to SPX FLOW/TAPFLO Standard Terms and Conditions of Sale provided within this quotation. Any acceptance of this quotation/proposal is expressly accepting the SPX FLOW/TAPFLO Standard Terms and Conditions of Sale. SPX FLOW/TAPFLO hereby expressly rejects the applicability of any and all terms and conditions of the buyer.

TERMS OF PAYMENT

40% advance payment, 60% in 30 days from Date of Invoice subject to credit status at time of order placement

VALIDITY

This quote is valid for acceptance until 04-06-2017

FOB & Freight prices, when offered, are valid for free traffic only not for routed orders

NOTES / EXCEPTIONS

General Commercial Exclusions: No Applicable Exclusions

ORDER PLACEMENT**Orders should be made out to**

S.C. TAPFLO ROM S.R.L
STR. DRUMUL FERMEI, NR. 81
POPESTI-LEORDENI
JUD. ILFOV,
ROMANIA

Tel: 0040 21 3451255
Fax: 0040 21 3451166
Email: george.moga@tapflo.ro

Orders should be sent to

S.C. TAPFLO ROM S.R.L
STR. DRUMUL FERMEI, NR. 81
POPESTI-LEORDENI
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Tel: 0040 21 3451255
Fax: 0040 21 3451166
Email: george.moga@tapflo.ro

Orders should be sent to

SPX INTERNATIONAL
PLENTY FLOW
PLENTY H
HAMBRIDGE
NEWBURY
UNITED KINGDOM
Tel: 0044-1628-515151
Fax: 0044-1628-515152
Email: rod@plentyflow.com

NOTE: To help avoid any order processing delays please ensure your purchase order clearly states our full quotation reference.

TERMS AND CONDITIONS OF SALE

SPX FLOW - EMEA

(Rev 01: Effective date 1st August, 2015)

1. INTERPRETATION

1.1 In these Conditions, the following terms shall have the following meanings:

Buyer means the person(s), firm or company who is purchasing the Goods and/or Services under the Contract;

Conditions means these terms and conditions of sale;

Contract means these Conditions together with the Order for the sale and purchase of the Goods and/or Services;

Effective Date means the date of the Contract or the date as specified in the Order which brings the Contract into legal effect;

Goods means any goods described in the Order to be supplied by the Seller to the Buyer;

Intellectual Property means all intellectual and industrial property, including any inventions, discoveries, improvements, patents, utility models, design rights, semiconductor topography rights, software and database rights, and any other title or rights in or to any of the foregoing whenever and howsoever arising for the full term of such rights, including any renewals and extensions thereof;

Order means the Buyer's purchase order placed with Seller to which these Conditions are annexed;

Seller means the legal entity of SPX identified in the Order acknowledgement/invoice who has agreed to sell the Goods and/or Services to the Buyer under the Contract and shall be subject to the provisions of clause 17.2;

Services means any services described in the Order to be performed by the Seller for the Buyer;

Work means all work, including Goods and/or Services which Supplier shall supply or perform in accordance with the Contract.

2. GENERAL

2.1 Any quotation or tender made by the Seller and any contract for Work shall be governed only by these Conditions to the entire exclusion of all other terms or conditions unless otherwise agreed in writing by the Seller.

2.2 Unless otherwise stated in writing quotations and tenders are non-binding. Orders, shall not be binding on the Seller until the Seller accepts such Orders and notifies the Buyer in writing of such acceptance. Times quoted for dispatch, delivery or completion shall run from the date of such notification, but not before final resolution of all technical questions, payment of advance payment or provision of security (if any), and where required by applicable law, the granting of an export licence.

2.3 Seller enters into any Contract subject to the granting of an export license if an export license is required under applicable law. Seller will use commercially reasonable efforts to obtain such export license.

2.4 Upon request, Buyer shall furnish Seller with all documentation and information, including end user certificate, necessary for the granting of such export licence.

2.5 Delivery terms used in the quotation, tender or Contract shall be interpreted in accordance with INCOTERMS 2010 Edition as amended or superseded from time to time.

2.6 Any variation to these Conditions shall have no effect unless expressly agreed in writing by the Seller.

3. SPECIFICATION

3.1 The Buyer is responsible for satisfying itself as to the suitability of the Work for the Buyer's application. The Seller shall not be bound by any statement concerning the scope of supply, performance or characteristics of goods unless expressly incorporated in the Contract, although nothing in these Conditions shall be construed as attempting to limit either party's liability for fraud or fraudulent misrepresentation.

3.2 All specifications, drawings and particulars of weights and dimensions and other information relating to the Work submitted with the Seller's quotation or tender are approximate only. Descriptions and illustrations contained in the Seller's catalogues, price lists and other advertisement material, are intended merely to present a general description of the goods described therein and none of these shall form part of the Contract.

3.3 The Seller reserves the right to make any changes in the specification of the Work which is required to conform with any applicable legislation and which do not materially affect the quality of the Work.

4. BASIS OF PRICE

4.1 Except as expressly agreed in writing to the contrary, the quoted price shall be exclusive of any value added tax or similar sales tax, any import tax or other tax payable in the country of the Buyer, and all costs or charges in relation to loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition to the quoted price when it is due to pay for the Work.

4.2 If any law or regulation comes into force after the date of the Seller's quotation or tender which increases the cost of performing the Contract, the Contract price shall be adjusted accordingly.

4.3 In the event of an increase in the cost to the Seller of materials required to fulfil the order of more than 5% from the date of order placement (final purchase order), the Seller reserves the right at any time up to 30 days after the date of the order to increase the price of the order by a percentage equivalent to the percentage rise in the cost of materials. The Seller shall notify the Buyer in writing of such a price increase. The Buyer will be entitled to cancel the order by written notice to the Seller within 5 working days of the date of the Seller's notice of price increase. In the absence of such notice, the price increase will be binding on the Buyer.

4.4 Should Seller incur or be faced with extra cost owing to suspension of the Work by Buyer instructions or lack of instructions, by interruptions, delays, overtime, unusual hours, mistakes for which Seller is not responsible or by the operations, delays,

in the Work and any damage to the Work resulting therefrom whether arising from breach of contract, statutory duty, warranty, negligence or otherwise are solely and exclusively as stated in this clause 9, and the Seller shall have no liability of any kind for any such defects or damages which appear after the expiry of the warranty period described above.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Each party shall retain any right, title or interest in its respective Intellectual Property rights that have been developed, acquired or obtained prior to the Effective Date.

10.2 Any Intellectual Property which arises in furtherance of the Work shall vest wholly and exclusively in Seller.

10.3 No designs, drawings or goods supplied by the Seller shall be reproduced, disclosed, copied or reverse engineered without the Seller's prior written permission.

10.4 Any software or firmware incorporated into Work is supplied under licence only, and title thereto is retained by the Seller. The Seller grants to the Buyer a licence to use such software or firmware only in connection with that Work and only to the extent required to use the Work for their intended purposes.

10.5 Where required for the use, operation and maintenance of the Work, Seller grants to Buyer, under obligations of confidentiality, an irrevocable, non-exclusive, non-assignable (with exception to the end user of the Work) and royalty free license to use Seller's Intellectual Property.

11. INTELLECTUAL PROPERTY RIGHT INFRINGEMENT

11.1 The Seller shall indemnify the Buyer against all damages and costs awarded against the Buyer for infringement of any intellectual property right granted or registered at the date of the Contract and resulting from the use or the sale of the Work but this indemnity shall not apply to any infringement which is due to:

requirements or other acts or omissions of other contractors including the cost incurred by keeping any of the Seller's workers on the site before, during or after completion of Work, Seller shall have the right to increase the Contract price to cover any extra cost to Seller.

5. TERMS OF PAYMENT

5.1 All payments, including currency of payments, shall be made in accordance with the Order. Where payment is made by Buyer by telegraphic transfer, the costs associated or incurred in doing so shall be borne by the Buyer. All sums due to the Seller shall be payable within 30 days of the date of the Seller's invoice and time for payment shall be of the essence. No deduction whatsoever shall be made by the Buyer unless agreed to in writing by the Seller.

5.2 If any amount due and payable to the Seller under the Contract is overdue for reasons for which the Seller is not responsible, the Seller may, without prejudice to any other right it may have and at its own option, either suspend deliveries or terminate the Contract and in addition charge the Buyer interest on amounts overdue at an annual rate of 2% (two per cent) above the EURIBOR rate from time to time in force during the period that any such amount is overdue (before and after judgement).

5.3 Where the Goods are to be exported by the Seller to the Buyer, unless expressly agreed otherwise in writing the Buyer will prior to dispatch of the Goods supply an irrevocable Letter of Credit issued by a European Bank approved by the Seller for the full Contract price. The Letter of Credit will conform to the latest edition of the International Chamber of Commerce's Uniform Custom and Practice for Documentary Credits (UCP 500).

6. DELIVERY

6.1 Unless otherwise specified in the Contract, delivery shall be made Ex-works, and will be interpreted in accordance with Incoterms 2010. The Seller may deliver the Goods by separate instalments.

6.2 Dates cited for delivery of Goods and/or completion of Services shall be approximate only, not involving any contractual obligation for Seller unless Seller has specifically agreed otherwise in writing. If no delivery dates are specified, delivery shall be made within a reasonable time. The times specified and quoted shall be extended by the effective period or periods of delay for which Seller is not responsible, including but not limited to those attributable to Force Majeure or failure of Buyer to comply with the Contract. Seller's maximum liability for delay in delivery shall not exceed 5% of the value of the delayed Work.

7. STORAGE

7.1 If the Buyer does not take delivery of Goods within 7 days of notification that they are ready for delivery, or the Seller is unable to deliver Goods because the Buyer has not provided appropriate instructions, licences, authorisations or other documents, the Seller shall be entitled on behalf of the Buyer to put the Goods into storage at the Buyer's expense and risk. Delivery to storage shall constitute delivery to the Buyer and the Seller shall become entitled to payment upon such delivery.

8. TRANSFER OF TITLE AND RISK

8.1 Legal title to and beneficial ownership in any consignment of Goods (excluding software), as well as risks of loss or damage to the Goods, shall pass to the Buyer upon delivery of the Goods in accordance with the Contract.

9. SELLER'S WARRANTY

9.1 The Seller warrants to the Buyer that the Goods supplied shall, under Proper use, be free from defects in design, material and workmanship and conform to the specification in the Contract for a period of 12 months from delivery of the Goods. "Proper use" means storage, installation, commissioning operation and maintenance in accordance with the Seller's specifications and good industry practice.

9.2 In respect of Goods, the Seller's obligation under this warranty shall be limited to making good by repair or replacement, at the Seller's option, any defect in the Goods which appears before the expiry of the period of 12 months after the delivery of the Goods. Where the Seller opts to repair the Goods the Buyer shall return the Goods to be repaired to the Seller's premises at Buyer's cost. In respect of Goods which have been repaired or replaced by the Seller hereunder, the Seller shall warrant such items up to the end of the original warranty period.

9.3 The Seller warrants to the Buyer that the Services performed shall be carried out with reasonable skill and care, and Seller's warranty obligation shall be limited to re-performance of defective Services within a period of 12 months from completion of Services. Where the Seller re-performs the defective Services the Buyer shall provide Seller with clear access, at Buyer's cost, for such re-performance. In respect of Services which have been re-performed by the Seller hereunder, the Seller shall warrant such Services up to the end of the original warranty period.

9.4 The Seller's warranty obligations hereunder are subject to (i) the Seller being paid in full by the Buyer for the Work, (ii) the Seller being given notice by the Buyer of the defect in the Work within 7 days of the defect becoming apparent, and (iii) the Seller being given a reasonable opportunity to safely inspect the Work alleged to be defective, at Buyer's cost.

9.5 The Seller's warranty obligations hereunder shall not extend to defects or failure caused by wear and tear, accidents, misuse, neglect, lack of maintenance, or repairs or modifications to the Work which have been made without the Seller's approval. The Seller shall have no liability whatsoever for the costs of dismantling, transportation, re-assembly, and re-testing of any Work affected under this warranty.

9.6 This warranty is in place of and excludes to the fullest extent permitted by law, all other warranties and conditions, whether oral, written, statutory, under common law, express or implied. The Seller's liabilities and the Buyer's remedies in respect of defects

(ii) becomes bankrupt or insolvent or makes any agreement with its creditors compounding debts or if, being a limited company, any proceedings are begun in respect of it applying for the appointment of a liquidator, administrator, receiver or similar official for it or all or any substantial part of its assets or seeking an order of relief against it as debtor or under any law relating to insolvency, readjustment of debt, reorganisation, administration or liquidation, or ceases or threatens to cease to carry on business;

the Seller shall be entitled to terminate the Contract and/or to suspend performance of the Contract until events giving rise to the exercise of its rights of termination or suspension are remedied. The Seller shall be entitled to exercise its rights of termination or suspension under this clause 14 at any time during which the event of default giving rise thereto shall not have ceased or have been remedied.

14.2 No notice of termination may be given by either party except in accordance with the express provisions of these Conditions. Within 15 days of the issue by either party of a notice of termination of the Contract the Buyer shall pay to the Seller the outstanding balance of the Contract value of the Work which has been completed up to the date of such notice.

15. ERECTION OF GOODS

15.1 Where Seller provides Services, Buyer will provide suitable access to and possession of the site, proper foundations ready to receive the Goods as and when delivered, adequate lifting tackle and scaffolding, all skilled and unskilled labour, suitable protection for the Goods from time of delivery, lighting and heating necessary on the site during erection and all necessary facilities and adequate assistance including off-loading on arrival. All of these will be supplied at Buyer's expense to enable erection to be expeditiously and continuously carried out under Seller's supervision.

15.2 Seller's attendance on site for the purposes of supervising, installation and where agreed

- (i) Work being modified or revised being combined with other products or services where such combination constitutes the basis for an alleged infringement;
- (ii) Buyer not implementing any upgrade provided by Seller which would have allowed the infringement to have been avoided;
- (iii) non-authorised use of the Work by the Buyer; and/or
- (iv) Work or any part thereof being manufactured or performed following Buyer's design and specification.

This indemnity is conditional on the Buyer giving the Seller prompt written notice of any claim for infringement and permitting the Seller (at the Seller's expense) to conduct on the Buyer's behalf any litigation or negotiations in respect thereof. Subject to the provisions of clause 12, the foregoing states the Seller's entire liability for intellectual property right infringement.

12. LIMITATION OF LIABILITY

12.1 Notwithstanding anything to the contrary, the Seller shall not in any circumstances be liable under or in connection with the Contract for any loss of use, production, profit, business, contracts, revenues or anticipated savings, any increase in operating costs, any product recall or corrective action costs or any other financial or economic loss or any indirect or consequential loss or damage of any kind whatsoever whether suffered by the Buyer or by any third party, whether such losses are direct or indirect.

12.2 The exclusions and limitations of liability contained in these Conditions shall apply to all liability of any kind whether in contract tort or otherwise on the part of the Seller, its employees, agents, sub-contractors or suppliers. However no limitation or exclusion contained in these Conditions shall apply in cases of fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal to exclude or limit or to attempt to exclude or limit the Seller's liability under applicable law.

12.3 The total aggregate liability of the Seller for all claims of any kind for any loss or damage resulting from its performances or lack of performance under the Contract shall not in any event exceed an amount equal to the Contract price.

12.4 If the Buyer is not the sole end user and ultimate owner of the Work, then the Buyer shall use reasonable endeavours to ensure by its contract with the end user or ultimate owner or its customer that the Seller is given the benefit of the exclusions and limitations set out in these Conditions by all such users, owners and customers and Buyer shall indemnify the Seller against claims of any kind by them to the extent that the Seller would not be liable therefore to the Buyer under the Contract if the claim had been made by the Buyer.

13. FORCE MAJEURE

13.1 If performance of any obligation under the Contract is prevented, restricted or delayed by any act of God, act or omission of government, war, hostilities, acts of terrorism, industrial dispute, failure or delay in source of supply of materials or equipment, fire, explosion, accident or breakdown of essential machinery or equipment or by any cause (whether similar or not to any of the above events) beyond the reasonable control of the party whose performance is affected, then that party shall be excused from and shall not be liable for failure in performance to the extent of that prevention, restriction or delay and the time for performance shall be extended accordingly.

13.2 If performance is delayed for more than 3 months by any cause referred to above and the parties have not agreed upon a revised basis for continued performance at the end of the delay, then either party may after that period and while the cause of the non-performance still exists terminate the Contract by not less than 30 days' notice in writing to the other party, in which event the provisions of clause 14.2 shall apply.

14. TERMINATION AND SUSPENSION

14.1 If the Buyer:

- (i) fails to make any payment when due or perform on time any of its other obligations under the Contract; or

commissioning, does not imply and shall not be construed as the acceptance by Seller of responsibility for the provision or availability of labour, material or any other facilities necessary for installation or commissioning or for the adequacy or suitability of any such facilities provided by Buyer. Seller does not require and shall not assume exclusive possession of or responsibility for the site or any part of it. Seller's sole liabilities to Buyer in respect of any breach, default, act or omission on Seller part shall be as stated in this Contract.

16. EXPORT RESTRICTIONS

16.1 The Buyer acknowledges that the Goods may be subject to export restrictions of the Seller's Country, the European Union (EU) and/or the United States of America (US) and undertakes to comply with all such applicable laws and regulations. In no event shall the Goods be directly or indirectly sold or otherwise transferred to any person or entity which is subject to sanctions by the EU and/or the US.

16.2 In case of an intended export by the Buyer or a third party such as Buyer's customer, the Buyer agrees to provide the Seller, upon Seller's request, with the name and country of the end user and a description of the end use. Such information may only be used by the Seller to ensure compliance with export restrictions.

16.3 Non-compliance with clauses 16.1 and 16.2 above shall constitute a good cause for Seller to terminate the Contract.

17. MISCELLANEOUS

17.1 Buyer shall not assign charge or otherwise transfer the Contract, in whole or in part, without the prior written approval of Seller.

17.2 Seller shall have the right to assign the Order to a group company.

17.3 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

17.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.5 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

17.6 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

17.7 The Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply.

17.8 The parties agree that no condition will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any third party.

End of SPX Terms and Conditions of Sale