

Maintenance Document for

Range	Page	Standard
Metro Sport	2	EN15312 & TÜV Accredited
Metro Play	3	EN1176 & TÜV Accredited
Metro Active	3	EN1176 & TÜV Accredited
Metro Swings	3	EN1176 & TÜV Accredited
Metro Funtrail	3	EN1176
Metro Roundabouts	3	EN1176 & TÜV Accredited
Metro Slides	3	En1176
Adrenaline	3	EN1176 & TÜV Accreditation Pending
Metro Ramps and Rails	4	EN14974, DIN 33943 & PAS35
Surfacing	5	EN1177
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Equipment Maintenance should be carried out in accordance to the following Standards

EN 15312:2007 - Sport Equipment

EN 1176:2008 - Playground Equipment

EN14974, DIN 33943 and PAS35 - Skate Equipment

EN1177:2008 - Safety Surfacing

Equipment Maintenance should be carried out in accordance to the following Standards EN 15312:2007 Maintenance and Inspection

EN 15312:2007 - Sport Equipment

Inspection and maintenance information

Equipment should be inspected on a regular basis. The frequency of inspections will depend on a number of factors, e.g. Heavy use, type of materials used, levels of vandalism, coastal location, air pollution, age of equipment.

Routine Visual Inspection

For Sport Equipment subject to heavy use or vandalism, a routine daily inspection can be necessary.

Operational inspection

This should be carried out every 1 to 3 months. Examples of visual and operational inspection points are cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) and structural integrity.

Annual Main Inspection

Special attention should be given to sealed for life parts (if any). This inspection may require excavation or dismantling of certain parts.

The following list provides an additional guideline to inspecting your equipment.

1. Check the overall structure of the play equipment is sound. Ensure supporting posts have not been sawn or bent in any way. Check that ropes are not cut or frayed and are securely fastened.
2. Make sure all security features such as bolt caps etc, are all in place. Test that all nuts and bolts are tight. Bolts, particularly when used with wood, tend to become loose over a period of time. **If any fittings are missing, replace them.**
3. Scrapes and scratches should be attended to, with the appropriate touch up paint, as soon as possible before rust sets in.
4. **Remove graffiti as quickly as possible** so as not to encourage further defacement. Graffiti Should be removed with the Russell Leisure Anti-Graffiti Response Kit. This Response Kit has been designed to remove most graffiti types from the powder coated surface. The kit includes Graffiti Remover Spray, Multi Purpose Cleaner, Graffiti Wipes, Non Scratch Cleaning Pads, General Cleaning Pads, Heavy Duty Gloves and Safety Glasses. Solvents must **NOT** be used on the powder coat surface. The Anti-Graffiti Response Kit is specially formulated from natural citrus oil derivatives which are less harmful and aggressive than most other types of graffiti remover. The liquid cleaning solution is environmentally friendly, biodegradable and unlike other solvent-based materials, will not burn the skin. It evaporates quickly and leaves a safe and clean surface which is completely harmless to children. To Order the Anti Graffiti Response Kit Contact us or visit www.russell-leisure.co.uk.
5. Check that nylon/brass bushes and chain links are not excessively worn. **If they are worn replace them.**
6. **IF ANY EQUIPMENT HAS BEEN BADLY DAMAGED LEAVING A DANGEROUS HAZARD, IT IS RECOMMENDED THAT THE EQUIPMENT IS CLOSED AND FENCED OFF UNTIL SUCH TIME AS A REPAIR CAN BE CARRIED OUT. AN APPROPRIATE SIGN SHOULD BE CLEARLY DISPLAYED TO THIS EFFECT.**

General Site Inspection

Remove anything from the site that could be used to damage the equipment. Check any fencing used for damage particularly around gate areas. Ensure that information signs relating to the play equipment are still in place and are clearly readable. It is good practice to back up your inspection records with photographs.

Equipment Maintenance should be carried out in accordance to the following Standards EN 1176:2008 and EN1177:2008 Maintenance and Inspection

EN 1176:2008 and EN1177:2008 - Playground Equipment

Inspection and maintenance information

Equipment should be inspected on a regular basis. The frequency of inspections will depend on a number of factors, e.g. Heavy use, type of materials used, levels of vandalism, coastal location, air pollution, age of equipment.

Routine Visual Inspection

For playgrounds subject to heavy use or vandalism, a routine daily inspection can be necessary.

Moving Parts - Universal joints, Swivels and Chains

No maintenance required on nylon bearing components and universal joints. Ensure there is no excessive wear to these parts and that all fittings are properly tightened. Clean swivels with fresh water only. Do not use grease or other lubricants as this will attract dirt. Ensure chain links are free from excessive wear.

General Site Inspection

Remove anything from the site that could be used to damage the equipment. Check that the safety surfacing used is in good order and report any damage. To maintain the impact absorbing properties of a bark pit it is recommended that the bark chippings are 'turned' on a regular basis. Check any fencing used for damage particularly around gate areas. Ensure that information signs relating to the play equipment are still in place and are clearly readable. It is good practice to back up your inspection records with photographs.

Operational inspection

This should be carried out every 1 to 3 months. Examples of visual and operational inspection points are cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) and structural integrity.

Annual Main Inspection

Special attention should be given to sealed for life parts (if any). This inspection may require excavation or dismantling of certain parts.

The following list provides an additional guideline to inspecting your equipment.

1. Check the overall structure of the play equipment is sound. Ensure supporting posts have not been sawn or bent in any way. Check that ropes are not cut or frayed and are securely fastened.
2. Make sure all security features such as bolt caps etc, are all in place. Test that all nuts and bolts are tight. Bolts, particularly when used with wood, tend to become loose over a period of time. **If any fittings are missing, replace them.**
3. Scrapes and scratches should be attended to, with the appropriate touch up paint, as soon as possible before rust sets in.
4. **Remove graffiti as quickly as possible** so as not to encourage further defacement. Graffiti Should be removed with the Russell Leisure Anti-Graffiti Response Kit. This Response Kit has been designed to remove most graffiti types from the powder coated surface. The kit includes Graffiti Remover Spray, Multi Purpose Cleaner, Graffiti Wipes, Non Scratch Cleaning Pads, General Cleaning Pads, Heavy Duty Gloves and Safety Glasses. Solvents must **NOT** be used on the powder coat surface. The Anti-Graffiti Response Kit is specially formulated from natural citrus oil derivatives which are less harmful and aggressive than most other types of graffiti remover. The liquid cleaning solution is environmentally friendly, biodegradable and unlike other solvent-based materials, will not burn the skin. It evaporates quickly and leaves a safe and clean surface which is completely harmless to children. To Order the Anti Graffiti Response Kit Contact us or visit www.russell-leisure.co.uk.
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Equipment Maintenance should be carried out in accordance to the following Standards DIN 33943 and PAS35 Maintenance and Inspection

EN14974, DIN 33943 and PAS35 - Skate Equipment

All Skate equipment conform to the construction and design standards as set forth in the EN14974, DIN 33943 and PAS35 for modular skate park design and construction.

Inspection and maintenance information

Equipment should be inspected on a regular basis. The frequency of inspections will depend on a number of factors, e.g. Heavy use, type of materials used, levels of vandalism, coastal location, air pollution, age of equipment.

Routine Visual Inspection

For Skate equipment subject to heavy use or vandalism, a routine daily inspection can be necessary.

Post Installation

Following installation, especially onto a tarmac base, there will be some minor settlement as the ramps 'bed-down' into the skating surface. During this process, ground fixings should be regularly checked and tightened if required.

Daily/weekly Visual Inspections

Immediately after a new site has been installed, there is likely to be an influx of people using the facility. It is, therefore, recommended that visual inspections be undertaken as frequently as possible, ideally daily, during the first week or so. Thereafter, depending on usage, we would suggest that the site be inspected as regularly as possible and at least once a week.

Monthly Inspections

Due to the nature of wheeled sports activities and the high degree of wear and tear inflicted on the equipment, it is suggested that a more thorough inspection is carried out once a month. During this inspection, we would recommend that all fixings are individually checked and the structural integrity of the guardrails and the ramps themselves is monitored. If the site is very well used, it may also be worth monitoring the condition of the painted skating surfaces.

Annual Inspections

It is assumed that the ramps will undergo an annual inspection by a qualified independent inspector.

The following list provides an additional guideline to inspecting your equipment.

1. Check the overall structure of the play equipment is sound. Ensure supporting posts have not been sawn or bent in any way. Check that ropes are not cut or frayed and are securely fastened.
2. Make sure all security features such as bolt caps etc, are all in place. Test that all nuts and bolts are tight. Bolts, particularly when used with wood, tend to become loose over a period of time. **If any fittings are missing, replace them.**
3. Scrapes and scratches should be attended to, with the appropriate touch up paint, as soon as possible before rust sets in.
4. **Remove graffiti as quickly as possible** so as not to encourage further defacement. Graffiti Should be removed with the Russell Leisure Anti-Graffiti Response Kit. This Response Kit has been designed to remove most graffiti types from the powder coated surface. The kit includes Graffiti Remover Spray, Multi Purpose Cleaner, Graffiti Wipes, Non Scratch Cleaning Pads, General Cleaning Pads, Heavy Duty Gloves and Safety Glasses. Solvents must **NOT** be used on the powder coat surface. The Anti-Graffiti Response Kit is specially formulated from natural citrus oil derivatives which are less harmful and aggressive than most other types of graffiti remover. The liquid cleaning solution is environmentally friendly, biodegradable and unlike other solvent-based materials, will not burn the skin. It evaporates quickly and leaves a safe and clean surface which is completely harmless to children. To Order the Anti Graffiti Response Kit Contact us or visit www.russell-leisure.co.uk.
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Equipment Maintenance should be carried out in accordance to the following Standards EN1177:2008 Safety Surfacing Maintenance and Inspection

EN1177:2008 - Wet Pour Safety Surfacing & Loose Fill

Inspection and maintenance information

Equipment should be inspected on a regular basis. The frequency of inspections will depend on a number of factors, e.g. Heavy use, type of materials used, levels of vandalism, coastal location, air pollution, age of equipment.

Routine Visual Inspection

Routine Maintenance is required to remove visible litter and objects that may cause harm. Always remove leaves etc before they form a mulch that can be trodden into the surface. Where there are overhanging trees, pressure washing and/or treatment with proprietary moss and weed killers will keep the surface clean and quick-draining, and maintain its slip-resistance. Where sand or dust has become a problem the use of an industrial vacuum is recommended. For acts of vandalism or severe surface damage please contact Russell Leisure Limited.

The Surface would benefit from being hosed down by clean water, this will lift any dirt that may have built up over time. Chemicals should not be used to clean the surface. Solvents can seriously damage the impact-absorbing material. If you have any concerns please contact us.

Operational inspection

This should be carried out every 1 to 3 months. Examples of visual and operational inspection points are cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) and structural integrity.

It is highly recommended that sharp objects are not used on the surface. This includes high-heeled shoes, chair legs and any other objects which may pierce the surface. Always remember to check for signs of damage, broken glass and stains. Clean when and where necessary.

General Site Inspection.

Remove anything from the site that could be used to damage the Surfacing. Check that the safety surfacing used is in good order and report any damage.

Loose Fill


To maintain the impact absorbing properties of a bark pit it is recommended that the bark chippings are 'turned' on a regular basis. Check any fencing used for damage particularly around gate areas. It is good practice to back up your inspection records with photographs.

Remove Wet Pour graffiti as quickly as possible so as not to encourage further defacement. Graffiti Should be removed with the Russell Leisure Anti-Graffiti Response Kit. This Response Kit has been designed to remove most graffiti types from the powder coated surface. The kit includes Graffiti Remover Spray, Multi Purpose Cleaner, Graffiti Wipes, Non Scratch Cleaning Pads, General Cleaning Pads, Heavy Duty Gloves and Safety Glasses. Solvents must **NOT** be used on the powder coat surface. The Anti-Graffiti Response Kit is specially formulated from natural citrus oil derivatives which are less harmful and aggressive than most other types of graffiti remover. The liquid cleaning solution is environmentally friendly, biodegradable and unlike other solvent-based materials, will not burn the skin. It evaporates quickly and leaves a safe and clean surface which is completely harmless to children. To Order the Anti Graffiti Response Kit Contact us or visit www.russell-leisure.co.uk.

Labelling Equipment

The label will be riveted or glued to the play equipment. However, a visual check should be made on the label and its exact position noted for future reference. The label will be fixed in a position that is clearly visible. The label will be inscribed with the code of the equipment you are installing plus the year of manufacture.

YEAR OF MANUFACTURE							
CONFORMS TO				TICK			
BS-EN-1176:2008		PLAYGROUND EQUIPMENT					
BS-EN-15312:2007		SPORT EQUIPMENT					
Russell Leisure Limited, Newbridge Industrial Estate, Newbridge, Edinburgh, EH28 8PJ, UK							



Russell Leisure Limited
Leading the way in Sport and Play

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01202 853 139

www.russell-leisure.co.uk
sales@russell-leisure.co.uk

Please refer to your installation manual for methods of servicing, identification of spare parts and other general information.

Ordering Touch Up Paint

When ordering Touch Up Paint please contact Russell Leisure Limited Quoting the Colour Name, Order Code and Quantity Required. If you are not sure which colour you require please contact us.

Colour	Order Code
Green Blue RAL5001	MK250-M-05001
Golden Yellow RAL1004	MK250-M-01004
Opal Green RAL6026	MK250-M-06026
Pure Orange RAL2004	MK250-M-05001
Signal Red RAL3001	MK250-M-03001
Signal Blue RAL5005	MK250-M-05005
Window Grey RAL7040	MK250-M-07040
Leaf Green RAL6002	MK250-M-06002

Graffiti Removal Solutions

Cleaning materials for use only with the anti graffiti paint process. We have developed a unique graffiti removal product which should be used in conjunction with the process described above. This material is specially formulated from natural citrus oil derivatives which are less harmful and aggressive than most other types of graffiti remover. The liquid cleaning solution is environmentally friendly, biodegradable and unlike other solvent-based materials, will not burn the skin. It evaporates quickly and leaves a safe and clean surface which is completely harmless to children.

Anti-Graffiti Response Kit

Designed to work in conjunction with Graffiti Coat Paint Process. The Anti-Graffiti Response Kit has been designed to remove most graffiti types from the powder coated surface. The kit includes Graffiti Remover Spray, Multi Purpose Cleaner, Graffiti Wipes, Non Scratch Cleaning Pads, General Cleaning Pads, Heavy Duty Gloves and Safety Glasses. To order the kit please contact Russell Leisure Limited or visit www.russell-leisure.co.uk for more information.

Monthly Inspection Schedule

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Photocopy As Required



1. CONDITION OF CONTRACT

In these conditions of Sale "the Seller" shall mean Russell Leisure Limited; "the Buyer" shall mean any person, firm, company or other body by whom the Order is made, "the Goods" shall mean the articles or things or any of them described in the Order, "the Services" shall mean the work to be carried out by the Seller for the Buyer; and "the Contract" shall mean the contract for the sale or supply of the Goods and/or Services by the Seller to the Buyer. "The Estimate" shall mean any tender, quotation or estimate as appropriate issued by the Seller.

2. CONTRACT

- The right is reserved to withdraw or cancel any Estimate without notice at any time prior to acceptance and any Estimate shall be deemed to be withdrawn if not accepted by the Buyer within 60 days from the date hereof.
- The Contract for the sale or supply of the Goods and/or the Services by the Seller to the Buyer shall be concluded when the Estimate shall be met by an unqualified acceptance of that Estimate from the Buyer. The Seller shall not be bound by any terms or conditions other than those set out herein together with any Special Conditions referred to by the Seller all of which shall supersede and prevail over any other terms or conditions stipulated or referred to by the Buyer.
- Any variation of the Contract must be instructed in writing by the Buyer and will not be binding on the Seller until accepted by the Seller in writing.
- In the event of discrepancies, errors and ambiguities with regards to the specification for the Works, then the buyer shall instruct the Seller in writing to vary Goods and/or Services as necessary to resolve the discrepancy, error and/or ambiguity and the variation shall be valued as per clause 3(a) below. Should the buyer fail to issue the variations within a reasonable time then the Seller may, 7 days after giving notice to the Buyer in writing, carry out any necessary variation which shall be deemed to be a variation by the Buyer and valued as such.

3. PRICE

- The prices set out in the Estimate may be varied by the Seller to take account of any increase in prices or costs which may occur at any time before the Contract is completed except where the words "fixed price" appear in relation to any price quoted in the Estimate. However any variation by the Buyer in design, quantities, delivery instalment arrangements, specification, instructions and any suspension of work, will give rise to adjustment of the price to take account of any increase in prices or costs incurred by the Seller.
- All prices quoted are strictly net. In addition to the quoted price the Buyer shall pay (i) Carriage and Freight charges (ii) Insurance (iii) Value Added Tax, where applicable, and (iv) the cost to the Seller of carrying out any special test, examination or inspection requested by the Buyer.
- Any installation prices quoted are subject to a detailed SITE SURVEY and any alteration to the quoted prices which arise as a result of this survey will be notified in writing by the Seller and agreed with the Buyer all prior to commencement of the works.**
- Unless stated otherwise within the Estimate, all prices are based upon the site being level and well drained, and that no underground obstructions of any kind will be encountered. Should such obstructions be encountered, this will give rise to adjustment of the price to take account of any increase in prices or costs incurred by the Seller.

4. PAYMENT

Unless otherwise agreed in writing, the terms of payment are as follows:-

- where the Contract provides for the supply of Goods only, payment shall be due within 28 days after the date of the Seller's invoice, which will be issued on despatch of the Goods from the Seller's premises.
 - where the Contract provides for the supply of Goods and/or Services, the supply of the Goods will be invoiced on despatch from the Seller's premises, and the Services will be invoiced either upon completion of the Services by the Seller if the contract period is less than four weeks or on a monthly basis where the contract period is in excess of four weeks. In all cases payment shall be due irrespective of whether sections of the works are partially or fully complete and shall be within 28 days after the date of the Seller's invoice.
 - where the Seller is unable to complete the works or sections thereof due to weather or other circumstances beyond the control of the Seller including those circumstances detailed within clause 15 (a) of these conditions, then the Seller shall be entitled to payment for the works carried out up to that date as per clause 4 (ii) above.
- The Seller shall have the right to charge interest on all sums overdue for payment in terms of the contract at the rate per month of 4% above Royal Bank of Scotland PLC Base Rate from time to time.

5. DELIVERY

The time for delivery whether expressly stated or not shall not be or be deemed to be of the essence of the Contract. In no circumstances shall the Seller be liable to compensate the Buyer for non-delivery or late delivery of the Goods or any of them and any such circumstance shall not render the Seller in breach of contract and shall not entitle the Buyer to rescind the contract.

6. FAILURE TO TAKE DELIVERY

Should the Buyer fail to take delivery of the Goods on the date or dates specified in the contract of which these conditions form part, the Seller, at its option, reserves the following rights:

- The Seller may treat the contract, or the balance of the contract as repudiated and recover from the Buyer by way of damages any loss or expense which the Seller may suffer or incur as a result of the Buyer's default.
- The Goods may be invoiced to the Buyer in accordance with the payment terms specified in paragraph 4 hereof.
- The Goods may be held by the Seller for the Buyer and the Seller shall have the right to charge interest at the rate per month of 4% above Royal Bank of Scotland PLC base rate from time to time on the price of the Goods held, and storage may be charged to the Buyer.
- After giving reasonable written notice, the Seller may treat as repudiated any other outstanding contracts between the Seller and Buyer.

7. EXAMINATION OF THE GOODS

The Buyer shall inspect the Goods immediately on delivery thereof and shall within 7 days from such delivery give notice to the Seller of any matter or thing by reason whereof the Buyer may allege that the Goods are damaged or are not in accordance with the contract or are defective in materials or workmanship.

8. PASSING OF PROPERTY

The property in the Goods shall not pass to the Buyer until the whole of the price for the Goods and all other sums due by the Buyer to the Seller have been received by the Seller.

Notwithstanding the foregoing, the risk of damage to or destruction of the Goods shall pass to the Buyer at the time of delivery to the Buyer's premises or site.

9. TECHNICAL DATA

All information contained in the Seller's catalogues, sales manuals, and technical data sheets are intended to be and may be construed only as of a generally informative nature and the foregoing shall not form any part of or be incorporated in any way into the Contract. It is further acknowledged by the Buyer that such prior information has not been relied upon by the Buyer in entering into this Contract.

10. INDUSTRIAL PROPERTY RIGHTS

- All drawings, specifications or other technical data provided by the Seller in connection with the contract and all other material of similar nature supplied for any purpose whatsoever shall remain the property of the Seller and shall be treated as confidential by the Buyer.
- All patents, copyright and any other intellectual property rights in any drawings, specifications, technical data, models, or other property used by the Seller in connection with the contract and any such rights in the design of the Goods provided by the Seller shall be and shall remain the sole property of the Seller.

11. SELLER'S WARRANTY AND LIABILITY FOR DEFECTS

(a) Where any of the Goods supplied by the Seller to the Buyer are found by the Buyer within twelve calendar months after delivery or such any other time as previously agreed by the Seller, to be defective in material or workmanship, the Buyer shall notify the Seller of such defect within 10 days of discovery of such defect or failure to conform and the Seller shall either repair such Goods or free of charge replace such Goods or refund to the Buyer the price thereof, but in no circumstances whatsoever shall the liability of the Seller in connection with any such Goods exceed the cost of the replacement thereof.

The liability of the Seller under this Clause is conditional upon the Buyer (i) adhering strictly to the terms of payment provided for in the Contract (ii) bringing the defect in the Goods to the attention of the Seller within the period of 10 days and (iii) not attempting to repair or allowing anyone not previously approved by the Seller to repair any part or parts of the Goods.

There shall be no liability on the Seller in terms of this Clause for any defects which in the opinion of the Seller, occur as a result of:-

- misuse of the Goods or any negligence on the part of any person other than the Seller;
- loss or theft of the Goods or any part of them;
- damage from any cause other than negligence by the Seller or the Seller's personnel; and
- unauthorised modification, alteration or repair of any of the Goods.

(v) The Seller accepts no responsibility in any circumstances for any direct, indirect or consequential loss or damage, howsoever arising, which the buyer may sustain in connection with Goods supplied under the contract.

12. SUB CONTRACTORS

The Seller reserves the right at its sole discretion to assign or sub-contract the whole or any part of the work involved in the supply of the Goods or the Services.

13. ACCESS TO SITE

- The Buyer will ensure that at all times the Seller has free access to the site where the Goods are to be delivered or the Services performed and shall ensure that the Seller is provided free of charge with the use of power, water, telephone, lifts, etc. The Buyer will ensure that at all times the site is in a condition in which the Seller can deliver the Goods or carry out the services.
- In the event of the Seller being unable to obtain access to the site, or the site not being in a condition in which the Seller can deliver the Goods or carry out the services, then the Buyer shall be liable for all of the costs of the Seller incurred in any abortive visits to the site in addition to any extra visits to the site required to deliver the Goods or perform the services.

14. PROTECTION OF WORKS

- The Buyer shall provide all security necessary for the protection of the site, the Works, and of all items on the site, and shall be solely responsible for and take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the Works and the site.
- The Buyer shall provide at all times protective measures including secure fencing and signing all as necessary to ensure that members of the public do not encroach onto the Works or storage areas.

15. SUSPENSION OR CANCELLATION OF DELIVERIES

If the Buyer shall fail to make payment to the Seller within 28 days of the due date of any sum payable under the contract, or shall be declared bankrupt or shall grant a Trust Deed for behoof of his creditors, or being a body corporate shall have a Receiver, Provisional Liquidator or an Official Liquidator, Administrator or Manager appointed to it or if any order shall be made or any resolution passed for winding up the Buyer, then the Seller may, without prejudice to its other rights, either suspend or cancel deliveries or further deliveries of the Goods supply or further supply of the services and charge the Buyer in respect of any loss sustained thereby.

16. FORCE MAJEURE

(a) If performance of the Contract shall be delayed by any circumstances or conditions beyond the control of the Seller including (but without prejudice to the generality of the foregoing) any war, industrial dispute, strike, lock out, riot, malicious damage, fire, storm, flood, Act of God, accident, non-availability or shortage of material or labour, failure by any sub-contractor or supplier to perform, failure of production equipment, any statute, rule, byelaw, order, regulation or requisition made or issued by any government department, local or other duly constituted authority, then the Seller shall have the right to suspend further performance of the Contract until such time as the cause of the delay shall no longer be present.

(b) If performance of the Contract by the Seller shall be prevented by any such circumstances or conditions beyond the control of the Seller, then the Seller shall have the right to be discharged from further performance of and liability under the Contract. If the Seller exercises such right the Buyer shall thereupon pay all sums due in terms of the Contract less a reasonable allowance for such part of the Contract as has not then been performed by the Seller.

17. SEPARATE AND SEVERABLE

Each Clause and Sub-Clause in these Conditions of Sale is separate and severable and enforceable accordingly.

18. RULING LAW

The Contract of which these conditions form part shall be governed by and construed in all respects in accordance with the law of Scotland and shall be subject to the non-exclusive jurisdiction of the Scottish Courts.

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