

TERMS AND CONDITIONS OF SALE

These Conditions will apply to all contracts between Tansun and the Customer in relation to the supply by Tansun of any and all Goods. The definitions used in these Conditions are set out in Schedule 1. These Conditions may be changed from time to time without notice.

1. QUOTATIONS AND ORDERS

- 1.1 Any quotation for the Goods given by Tansun will not constitute an offer. Any quotation will only be valid for a period of 20 Business Days from its date of issue.
- 1.2 The Order constitutes an offer by the Customer to purchase 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.
- 1.3 The Order will only be deemed to be accepted when Tansun issues a written acceptance of the Order, at which point the Contract will come into existence. The Customer must check the written acceptance carefully and notify Tansun immediately if it identifies any errors.
- 1.4 Tansun will be under no obligation to accept any Order placed by the Customer but any Order it does accept will not infer or create any exclusive relationship between Tansun and the Customer and Tansun will be free at all times to appoint distributors to market, promote and sell the Goods and to sell the Goods to other parties as it sees fit.

2. GOODS

- 2.1 The Goods are described in Tansun's brochures (as modified by any applicable Specification).
- 2.2 The Customer will indemnify Tansun 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 and other reasonable professional costs and expenses) suffered or incurred by Tansun in connection with any claim made against Tansun for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Tansun's use of the Specification. This clause 2.2 will survive termination of the Contract.
- 2.3 Tansun reserves the right to amend any applicable Specification of the Goods if required by any applicable statutory or regulatory requirements.
- 2.4 All Tansun heaters are designed and manufactured for outdoor use. Should the Customer wish to use such products indoors, appropriate measures must be implemented including (without limitation) the use of suitable energy saving controllers. The Customer should contact Tansun for guidance.

3. DELIVERY AND COLLECTION OF GOODS

- 3.1 Unless agreed otherwise in writing, Tansun will not deliver or make any Goods available for collection until payment from the Customer has been received.
- 3.2 If Tansun delivers the Goods to the Customer:
 - 3.2.1 Tansun will ensure that each delivery of the Goods is accompanied by a delivery note;
 - 3.2.2 Tansun will deliver the Goods to the Delivery Location;
 - 3.2.3 the risk in the Goods will pass to the Customer on completion of delivery; and
 - 3.2.4 delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 3.3 If the Customer collects the Goods from Tansun:
 - 3.3.1 Tansun will hand over to the Customer a delivery note;
 - 3.3.2 the Customer will collect the Goods from the Collection Location within 3 Business Days of Tansun notifying the Customer that the Goods are ready;
 - 3.3.3 the risk in the Goods will pass to the Customer on collection; and
 - 3.3.4 delivery is completed on the completion of loading of the Goods at the Collection Location.
- 3.4 Any dates quoted for delivery or collection (as the case may be) are approximate only, and the time of delivery or collection is not of the essence. Tansun will not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Tansun with adequate delivery instructions, any amendments to the Customer's original Order, or any other instructions that are relevant to the supply of the Goods.
- 3.5 If the Customer fails to take or accept (as the case may be) delivery of the Goods within 3 Business Days of Tansun notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Tansun's failure to comply with its obligations under the Contract:
 - 3.5.1 delivery of the Goods will be deemed to have been completed at 9.00 am on the third Business Day after the day on which Tansun notified the Customer that the Goods were ready; and
 - 3.5.2 Tansun will store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.6 If 10 Business Days after the day on which Tansun notified the Customer that the Goods were ready for delivery or collection, the Customer has not taken or accepted (as the case may be) delivery of them, Tansun may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 3.7 If Tansun delivers or makes available for collection up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment will be made to the Order invoice.
- 3.8 Tansun may deliver the Goods or make the Goods available for collection by instalments, which will be invoiced and paid for separately. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

4. INTERNATIONAL ORDERS

4.1 Where Orders are identified as “international orders” on Tansun’s written acceptance of Order issued in accordance with clause 1.3, the provisions of this clause 4 will apply and clause 3.1 and clause 3.3 of these Conditions will not apply.

4.2 Tansun will make the Goods available to the Customer Ex Works at the International Order Collection Location.

4.3 Risk of loss of or damage to the Goods will pass to the Customer once the Goods are made available for collection in accordance with clause 4.2.

5. QUALITY

5.1 Tansun warrants that on delivery or collection (as the case may be) and for the Warranty Period, the Goods will:

5.1.1 materially conform with their description and any applicable Specification; and

5.1.2 be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.3 and clause 5.4, if:

5.2.1 the Customer gives notice in writing to Tansun 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 clause 5.1;

5.2.2 the Customer meets the costs of any required uninstallation of the Goods;

5.2.3 Tansun is given a reasonable opportunity of examining and inspecting such Goods; and

5.2.4 the Customer (if asked to do so by Tansun) returns such Goods to Tansun's place of business at the Customer's cost, Tansun will, at its option, repair or replace any defective Goods subject to its general factory lead times from time to time.

5.3 The warranty set out in clause 5.1 does not apply to:

5.3.1 consumable items including (but without limitation) heating elements and lamps;

5.3.2 any Goods where the serial numbers have been removed or where the serial numbers are not clearly visible.

5.4 Tansun will not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.4.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.4.2 the defect arises because the Customer failed to follow Tansun'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;

5.4.3 the defect arises as a result of Tansun following any drawing, design or Specification supplied by the Customer;

5.4.4 the Customer alters or repairs such Goods in any way;

5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or abnormal or extreme environmental conditions; or

5.4.6 the Goods differ from their description or any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.5 Except as provided in this clause 5, Tansun will have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 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.

5.7 These Conditions will apply to any repaired or replacement Goods supplied by Tansun.

6. TITLE

6.1 Title to the Goods will not pass to the Customer until the earlier of:

6.1.1 Tansun receives payment in full (in cash or cleared funds) for the Goods and any other goods that Tansun has supplied to the Customer in respect of which payment has become due, in which case title to the Goods will pass at the time of payment of all such sums; and

6.1.2 the Customer resells the Goods.

6.2 Until title to the Goods has passed to the Customer, the Customer will:

6.2.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Tansun's property;

6.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery or collection (as the case may be);

6.2.4 notify Tansun immediately if it becomes subject to any of the events listed in clause 9.1; and

6.2.5 give Tansun such information relating to the Goods as Tansun may require from time to time.

6.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.1, then, without limiting any other right or remedy Tansun may have:

6.3.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

6.3.2 Tansun may at any time:

(a) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

7.1 The price of the Goods will be the price set out in Tansun's written confirmation of Order issued pursuant to clause 1.3.

7.2 Tansun may, by giving notice to the Customer at any time before delivery or collection (as the case may be), increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

7.2.1 any factor beyond Tansun's control;

7.2.2 any request by the Customer to change the delivery/collection date(s), quantities or types of Goods ordered, or the Specification; or

7.2.3 any delay caused by any failure of the Customer to give Tansun adequate or accurate information or instructions.

7.3 If a Customer cancels an Order at any time before delivery or collection (as the case may be), the Customer will remain liable for all work in progress carried out on that Order by Tansun up to the date of cancellation including (without limitation) for labour and materials already purchased by Tansun.

7.4 The price of the Goods:

7.4.1 excludes amounts in respect of VAT, which the Customer will additionally be liable to pay to Tansun at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.4.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which will be invoiced to the Customer.

7.5 Tansun may invoice the Customer for the Goods on or at any time after it has issued a written confirmation of Order pursuant to clause 1.3.

7.6 The Customer will pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment will be made to the bank account nominated in writing by Tansun. Time for payment is of the essence.

7.7 If the Customer fails to make any payment due to Tansun under the Contract by the due date for payment, then the Customer will pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer will pay the interest together with the overdue amount.

7.8 The Customer will pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Tansun may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Tansun to the Customer.

8. INTELLECTUAL PROPERTY

8.1 The Customer acknowledges that all Intellectual Property in the Goods belongs to Tansun notwithstanding any:

8.1.1 input the Customer may have had in terms of the design of the Goods;

8.1.2 financial contribution or investment a Customer may have made to the manufacture of the Goods; or

8.1.3 components the Customer may have supplied which form part of the Goods.

8.2 Subject to clause 8.4, the Customer may, with Tansun's permission, use the Intellectual Property, Tansun's Product Names and Tansun's Trademarks in relation to its marketing and promotion of the Goods. However, if the Customer does not place a further order for Goods with Tansun for a period of 8 months after the Order then the Customer must cease use of Tansun's Intellectual Property, Tansun's Product Names and Tansun's Trademarks immediately on expiry of that 8 month period post Order.

8.3 Tansun will own all goodwill generated by the Customer's use of Tansun's Intellectual Property, Tansun's Product Names and Tansun's Trademarks.

8.4 The Customer will:

8.4.1 not do anything that may adversely affect the Intellectual Property or Tansun's right or title to it;

8.4.2 immediately stop using specific advertising or promotional material or packaging on receipt of a request by Tansun to do so;

8.4.3 not copy or reproduce any of Tansun's marketing or promotional materials or images and use the same without Tansun's permission;

8.4.4 not use the Intellectual Property or Tansun's Trademarks other than as permitted by Tansun;

8.4.5 not attempt to replicate or reproduce the Goods or enable or otherwise assist any third party to do so;

8.4.6 not misrepresent the Tansun brand in any way including (without limitation) by selling products which are not manufactured by Tansun in such a manner so as the result of doing so will be or is reasonably likely to be that its customers perceive or may perceive that the products originate from Tansun directly;

8.4.7 not license (or purport to license) any other person to use any of the Intellectual Property or Tansun's Trademarks;

8.4.8 not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to Tansun's brand, Tansun's Trademarks or Intellectual Property or the reputation or goodwill associated with the same, or that may invalidate or jeopardise any registration of Tansun's Trademarks.

9. TERMINATION

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

9.1.1 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 14 days of that party being notified in writing to do so;

9.1.2 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), 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;

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

9.1.4 the Customer's financial position deteriorates to such an extent that in Tansun's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 For the purposes of clause 9.1.1, **material breach** includes (without limitation) any breach by the Customer of any of the obligations set out in clause 8.

9.3 Without limiting its other rights or remedies, Tansun may suspend provision of the Goods under the Contract or any other contract between the Customer and Tansun if the Customer becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.4, or Tansun 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.

9.4 Without limiting its other rights or remedies, Tansun 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.

9.5 On termination of the Contract for any reason:

9.5.1 the Customer will immediately pay to Tansun all of Tansun's outstanding unpaid invoices and interest;

9.5.2 the Customer will immediately cease use of the Intellectual Property, Tansun's Product Names and Tansun's Trademarks in relation to its marketing and promotion of the Goods or otherwise and will remove all associated product images and references to Tansun on any website operated or owned by it.

9.6 Termination of the Contract will not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

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

10. DISPOSAL OF THE GOODS

The safe and proper disposal of the Goods is the Customer's sole responsibility.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions will limit or exclude Tansun's liability for:

11.1.1 death or personal injury caused by its negligence;

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

11.1.4 defective products under the Consumer Protection Act 1987; or

11.1.5 any matter in respect of which it would be unlawful for Tansun to exclude or restrict liability.

11.2 Subject to clause 11.1:

11.2.1 Tansun will under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

11.2.2 Tansun's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 50% of the price of the Goods.

12. FORCE MAJEURE

Neither party will be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate this Contract by giving 7 days' written notice to the affected party.

13. MEDIATION

13.1 If any dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("ADR notice") to the other party the dispute, referring the dispute to mediation.

If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.

13.2 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice.

14. BASIS OF CONTRACT AND DEALINGS

14.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

14.2 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.

14.3 Any samples, price lists, user manuals, drawings, descriptive matter or advertising produced by Tansun and any descriptions or illustrations contained in Tansun's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them and they may change from time to time. They will not form part of the Contract nor have any contractual force.

14.4 The Customer acknowledges and accepts that Tansun's employees and agents are not authorised to make any representations concerning the Goods and that it does not rely on any such representations that are not expressly confirmed by a director of Tansun in writing.

14.5 Any advice or recommendation given by Tansun or its employees or agents to the Customer or its employees or agents in relation to the Goods which is not confirmed in writing by Tansun is followed or acted upon entirely at the Customer's risk.

15. GENERAL

15.1 Assignment and other dealings.

15.1.1 Tansun may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, 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 Tansun.

15.2 Confidentiality.

15.2.1 Each party undertakes that it will not disclose to any person any confidential information concerning the business, affairs, customers, plans for product development clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 15.2.2. For the purposes of this clause, "group" means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

15.2.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party will ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.2.3 No party will use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

15.3 Entire agreement.

15.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.3.2 Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15.4 Variation. No variation of this Contract will be effective unless it is in writing and signed by the Customer (or its authorised representative) and a director of Tansun.

15.5 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

15.6 Further Assurance. Each party will use all reasonable endeavours to procure that any necessary third party will promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract.

15.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of the Contract.

15.8 Notices.

15.8.1 Any notice or other communication given to a party under or in connection with the Contract will be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and will be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier.

15.8.2 A notice or other communication will be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.8.1; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

15.8.3 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

15.9 Third party rights. No one other than a party to this Contract and their permitted assignees will have any right to enforce any of its terms.

15.10 Governing law and Jurisdiction. 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, will be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation. Incoterms 2010 will apply but where they conflict with this agreement, this agreement will prevail.

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

Part 1

In these Conditions, the following definitions apply:

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

Collection Location: Tansun's premises or such other location as may be advised by Tansun.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

Contract: the contract between Tansun and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from Tansun.

Delivery Location: the location set out in the Order or such other location as the parties may agree.

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

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

Incoterms 2010: the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms).

International Order Collection Location: Tansun's premises as stated on Tansun's written order confirmation given in accordance with clause 1.3.

Intellectual Property: product images, literature design, website design, patents, rights to inventions, copyright and related rights, rights in software, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world relating to the Goods, owned by Tansun or acquired by Tansun from time to time.

Order: the Customer's order for the Goods.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and Tansun.

Tansun: Tansun Limited (registered in England and Wales with company number 02021446).

Tansun's Product Names: the product names utilised by Tansun in relation to the Goods.

Tansun's Trademarks: the trade marks and service marks registered by Tansun in relation to the Goods from time to time.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

Warranty Period: 12 months from the date of delivery.

Part 2

In these Conditions, the following rules apply:

1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
2. A reference to a party includes its successors and permitted assigns.
3. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
4. Any words following the terms including or include or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
5. A reference to writing or written includes email but not fax.