

Conditions of Sale

These Conditions of Sale ("Conditions") apply to the contract for supply of the Products to the exclusion of all other terms and conditions including any which the Customer may purport to impose. They may not be varied except in writing signed by a director of UKAY. No contract comes into force until the Customer's order is accepted (either in writing or by telephone) by UKAY.

1. Definitions

(a) "**UKAY**" means UKAY energy, a trading division of AMI Corporations Ltd, having company number 03308990 whose registered office is at Tintagel House, London Road, Kelvedon, CO5 9BU

(b) "**Customer**" means UKAY's customer for Products.

(c) "**Product(s)**" means one or more of fuel oil, Heating oil, gas oil/red diesel (i.e. not to be used as road DERV), road diesel fuel (DERV), petroleum spirit, lubricants and/or other products to be supplied by UKAY under any contract.

(d) "**Contract**" means any contract between UKAY and the Customer for the sale and purchase of Products, incorporating these Conditions.

(e) "**Delivery Point**" shall mean the storage tank(s) into which Products are delivered together with all receiving pipe work between the point where the delivery hose is connected and the storage tank(s); the immediate vicinity of the storage tank(s) and receiving pipe work and any structure used to support the weight of the storage tank(s).

(a) The price of the Products is the price as quoted by UKAY (provided the Customer's order is placed within any period specified in the quotation) but if no price has been quoted (or the order is placed after the period specified in the quotation) the price of the Products is UKAY's price prevailing at the date of delivery irrespective of date of order. Certain Products are delivered in returnable packages for which a deposit is charged in addition (see further details in Condition 4 below). Prices for certain Products such as lubricants shall be subject to increase or decrease at any time upon prior written notification of the same to Customer.

(b) Where a price has been quoted to a delivery or deliveries more than 7 days later the price is subject to increase in proportion to any increases imposed on UKAY by its supplier between the date of the quotation and the date of delivery. UKAY reserve the right to change the price quoted in any order in the event of any change in the world markets for Products causing a change in the price payable by UKAY for the Products to be delivered. (c) The Customer shall be liable for any additional reasonable costs actually incurred by UKAY as a result of cancellations or as a result of variations requested by the Customer in quantities following placement of their order, specifications or delivery times, dates or locations.

(d) UKAY reserves the right not to refund any deposit taken by it where the Customer cancels an order.

(e) Any discounts, rebates or allowances which may have been agreed are conditional on payment being made in full when due.

(f) Payment must be made in full by cash, bankers draft or by credit or debit card before delivery, unless otherwise agreed in writing by UKAY. In the case of credit account customers (unless otherwise agreed with UKAY) payment will be debited under their Direct Debit authority seven days from the date of delivery or date of invoice (whichever is the earlier date). Customer will be deemed to be in breach of contract and UKAY reserve the right to report such breach to any credit

rating agency or debt profile agency (which may affect the credit rating of the Customer), if it changes its payment method without first seeking consent from UKAY, or, changes its bank details provided to UKAY without first notifying UKAY.

(g) If any payment is overdue, UKAY, in addition to all its other right and remedies, may charge interest at the rate of 5% per annum above National Westminster Bank Plc base rate from time to time accruing on a daily basis until payment is made, whether before or after any judgment. Alternatively, UKAY may choose to charge interest on any amounts overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time.

(h) Time for payment shall be of the essence of the Contract.

(i) All payments payable to UKAY under the Contract shall become due immediately upon termination of the Contract despite any other provision.

(j) The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by UKAY to the Customer.

(k) If the Customer fails to make payment of any monies due on the due payment date, including if non-payment is due to Customer either changing its bank details without notifying UKAY, or changing its payment method without the consent of UKAY, then UKAY reserves the right to disclose the Customer's details and facts surrounding the non-payment to any credit rating agency or debt profile agency, which may affect the credit rating of the Customer.

(l) Where UKAY receives payment by Direct Debit and the due date for payment falls on a weekend day or bank holiday, then UKAY shall at its sole discretion either take the Payment by Direct Debit on the first working day prior to or following such day.

3. Orders, Time and Place of Delivery

(a) The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.

(b) UKAY shall use reasonable endeavours to deliver the Product as per the terms of the Contract, however, time for delivery is not of the essence of the contract and UKAY shall be under no liability to the Customer if delivery is delayed. The contract is subject to availability of the Products.

(c) UKAY may deliver the Products by instalments if agreed to by the Customer (such agreement not to be unreasonably withheld or delayed) in any sequence and if it does so,

may invoice for the Products so delivered, for payment in accordance with Condition 2 and each instalment is to be treated as a separate contract.

(d) If Products are to be delivered in accordance with periodic delivery schedules or on notification of the Customers' requirements, the Customer shall not be entitled to cancel or vary such delivery schedule or notified delivery requirements without the prior written consent of UKAY, this may, as a condition of giving such consent, require payment for any additional costs or expenses or any losses or penalties which it may incur or suffer as a result of such cancellation or variation.

(e) The Customer shall be responsible for ensuring safe access for the delivery vehicle and safe conditions for delivery and that a competent person is in attendance on behalf of the Customer: and for ensuring compliance with all statutes, orders, regulations and safe practices in relation to storage of the Products including (if applicable) the conditions of the Customer's Petroleum Storage Licence. Where delivery occurs at UKAY's premises the Customer shall in addition comply with all rules, regulations and requirements of UKAY including the conditions of UKAY's Petroleum Storage Licence. Further the Customer shall not allow any smoking or naked lights, heating appliances or other items or equipment which may give rise to a fire or explosion hazard during delivery.

(f) Where Product is delivered in bulk through hose the quantity delivered by UKAY as evidenced by the bill of lading shall be final, binding and conclusive as to the quantity delivered save fraud or manifest error.

(g) The Customer is responsible for ensuring that the correct feed number and or correct tank number is specified on the delivery note on arrival of UKAY's delivery tanker to Customer's site and that there is sufficient spare tank capacity for the quantity ordered. The Customer shall be liable for any extra cost incurred by UKAY if the Customer is unable to accept the full amount ordered. In the event of any spillage resulting from lack of tank capacity the Customer shall be liable to pay for the amount of Product spilled and shall be liable for any clean-up required and the costs of such clean-up. The Customer shall ensure that the storage tank(s) into which Products are delivered has/have proper connections at the Delivery Point to receive delivery of Products and the Customer will also ensure that the Supplier's employee or agent has access at all times to any key to the Delivery Point. A copy of the key or keys to each Delivery Point shall be given to the Supplier on request. (h) If neither the Customer nor any competent person duly authorised to deal with the delivery is in attendance at the time of delivery and delivery is made into the wrong storage tank, or if the Customer or its staff or agent directs delivery into the wrong storage tank UKAY may at its option leave the Product where it has been delivered (and the Customer shall be liable for the price of it) or uplift the Product in which case the Customer shall be liable for any extra Cost incurred by UKAY and the cost of the Product if it has been contaminated in the Customer's tank.

(i) The Customer shall fully indemnify UKAY against all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses of any kind which may be suffered by UKAY or claimed against it (including costs and expenses of investigating and defending any such claims) arising from or in connection with any breach by the Customer of its obligations in paragraphs (e), (g) and (h) above and paragraphs (m) and (o) below.

(j) The Customer may not direct delivery to be made at any premises other than its own premises without the prior written consent of UKAY, and shall in any event be liable for any extra costs incurred by UKAY in delivering to any address other than the address originally stated.

(k) UKAY shall be responsible for ensuring safe delivery of Product and for ensuring compliance with all statutes, orders, regulations and safe practices in relation to transport and delivery of Product.

(l) If neither the Customer nor any competent person duly authorised to deal with the delivery is in attendance at the time of delivery, UKAY shall not be liable for any subsequent damage, leakage or theft from the Customer's storage tank.

(m) The Customer shall provide safe and convenient access to and egress from the Delivery Point for the vehicles of the

Supplier or its agents and all persons driving or accompanying such vehicles from and to the public highway and the Customer shall not allow any smoking, naked lights or other potential source of ignition for Petroleum Products in the vicinity of the Delivery Point nor permit any stove fire or radiator to function in the vicinity of the Delivery Point.

(n) The Supplier shall not be bound to deliver and shall not be liable for any failure to deliver, Products over roads or other surfaces affording access to the Customer's premises which in the reasonable opinion of the Supplier or its employee or agent are either unsafe for delivery vehicles and personnel or present a significant risk of environmental pollution.

(o) The Customer is responsible for notifying the Supplier of the maximum weight of delivery vehicle that any roads or other surfaces (including without limitation fittings such as drain covers and gully covers) affording access to the Customer's premises are capable of supporting and the Supplier shall not be liable for any damage caused to any such access roadway or other surfaces as a result of them not being able to support such weight.

(p) The Supplier shall not be bound to deliver, and shall not be liable for any failure to deliver, Products where the employee or agent of the Supplier reasonably considers that the process of delivering to the Delivery Point or the Delivery Point itself presents a risk of harm to human health, property or the environment in accordance with the terms of the Health and Safety of Work Etc. Act 1974.

(q) The Customer shall indemnify the Supplier in respect of the cost to the Supplier of making any attempted delivery of Products which due to the default of the Customer or his

servants or agents for whatsoever reason is not carried out or which is only partly carried out.

(r) Products shall be ordered subject to such minimum order requirements as the Supplier may require from time to time.

(s) The Customer shall give to the Supplier at least two full Working Days' notice of the Customer's requirements for Products (or longer notice during periods of peak demand such as the period 10th December to 15th January (inclusive), the two weeks leading up to Easter and any period of high general demand) provided that the Supplier shall not be liable for any delay in delivery.

(t) UKAY's standard delivery window is between 3 and 5 working days (excluding weekends and bank holidays) and shall be subject to availability of the ordered Product. (u) If Customer is not present upon arrival of UKAY delivery, you are deemed to have authorised UKAY to enter onto your property for the sole purpose of making the delivery of Product into Customer's storage tank.

(v) In the event of alleged damage to the Customer's property caused by UKAY, UKAY shall send a specialist investigator or an experienced senior member of staff that deals with incidents within UKAY to the Customer's premises, by pre-arranged appointment, to investigate and assess the damage.

4. Returnable Packages

(a) Oil containers and packaging on which no deposit is charged by UKAY are non-returnable.

(b) All containers where UKAY has charged a deposit sum must be returned in good condition, within the agreed return period and are the property of UKAY.

(b) Any deposit retained by UKAY will be refunded by UKAY on return of the empty packages to UKAY (at the Customer's cost) in good condition.

(c) If any gas cylinder is damaged or lost after delivery to the Customer, the Customer shall be liable for the cost of repair (if it is repairable) otherwise for the full cost of replacement. If at any time the Customer is not holding the number of gas cylinders delivered to it (less cylinders which have been returned) the shortfall shall be treated as having been lost by the Customer. If any such cylinder is later found and returned to UKAY, UKAY will allow an appropriate credit to the Customer.

5. Title and Risk

(a) Risk shall pass on delivery of the Products to the Customer or his agent notwithstanding that title shall not pass until full payment is received by UKAY as specified in paragraph (b) below. In respect of Products delivered in bulk through hose, risk shall pass at the point of the connection between UKAY's delivery hose and the Customer's tank filler.

(b) Title to all Products supplied by UKAY shall remain with UKAY until it has received full payment in cleared funds for all Products supplied by it to the Customer at any time.

(c) Until ownership of the Product(s) have passed to the Customer, the Customer must: (i) hold the Product(s) on a fiduciary basis as UKAY's bailee; (ii) store the Products (at no cost to UKAY) as far as is practicable separately from all other third party products or products of the Customer in such a way that they remain readily identifiable as UKAY's property; (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; (iv) maintain the Product(s) in satisfactory condition and keep them insured on UKAY's behalf for their full price against all risks to the reasonable satisfaction of UKAY. On request the Customer shall produce the policy of insurance to UKAY; and (v) hold the proceeds of the insurance referred to in condition 5.(c) (iv) on trust for UKAY and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

(d) Subject to paragraph (f) below, the Customer may resell the Product(s) before ownership has passed to it solely on the following conditions: (i) any sale shall be effected in the ordinary course of the Customer's business at full market value; and (ii) any such sale shall be a sale of UKAY's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

(e) The Customer shall store the Products safely, in a suitable manner. If Products which are UKAY's property are mixed with products which are the property of any other party it shall be presumed that UKAY's Products are the first quantity of the mixed products drawn by UKAY or its agent from any tank or container in which the products are kept.

(f) UKAY may at any time revoke the Customer's power of sale by notice to the Customer if the Customer is in default for longer than 7 days in payment of any sum due to UKAY or if any cheque drawn in favour of UKAY is dishonoured or if UKAY has bona fide doubts as to the Customer's ability to pay. The Customer's power sale shall automatically cease if any of the events specified in Condition 9 occur, are threatened or in the opinion of UKAY are reasonably likely to occur.

(g) If the Customer's power of sale is revoked or ceases, the Customer shall thereupon grant UKAY, its agents and employees an irrevocable licence at any time to enter any premises where the Product(s) are or may be stored in order to inspect them, or, where the Customer's right to possession

has terminated, to enter the Customer's premises to recover them, whether or not mixed with any other party's products.

(h) UKAY shall be entitled to recover payment for the Product(s) notwithstanding that ownership of any of the Product(s) has not passed from UKAY.

6. Acceptance

(a) ANY SHORTAGE IN DELIVERY OR INCORRECT DELIVERY OR SUSPECTED CONTAMINATION ISSUES MUST BE NOTIFIED TO UKAY IMMEDIATELY ON DISCOVERY. THE CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED THE PRODUCTS AS BEING IN CONFORMITY WITH THE CONTRACT UNLESS WRITTEN NOTICE OF REJECTION IS RECEIVED BY UKAY WITHIN 5 DAYS OF DELIVERY EXCEPT IN THE INSTANCE OF SUSPECTED CONTAMINATION WHERE NOTICE MUST BE WITHIN 1 DAY OF FIRST SUSPECTING CONTAMINATION AND IN ANY CASE WITHIN 5 DAYS OF DELIVERY AT THE LATEST (FOR THE AVOIDANCE OF DOUBT THIS MEANS THAT THE CUSTOMER MUST USE A SAMPLE OF THE DELIVERED FUEL WITHIN THE 5 DAY PERIOD FROM DELIVERY). Upon notification to UKAY of a contamination issue, UKAY will visit the site to take 3 samples of the fuel, one for the customer to retain, one for UKAY to retain and one to be sent to an independent laboratory for testing. In the event that UKAY prove that either there was no contamination or that there was contamination but not in the fuel that was delivered by UKAY (i.e. the contamination occurred after delivery for example by the receiving tank being contaminated prior to or following delivery) Customer shall be responsible for the costs of the laboratory testing. IN THE EVENT OF SUSPECTED CONTAMINATION, CUSTOMER MUST NOT THEN USE OR UPLIFT OR REMOVE OR ALLOW THE UPLIFTING OR REMOVAL OF THE FUEL WITHOUT THE WRITTEN CONSENT OF UKAY AND IF IT DOES SO, UKAY SHALL HAVE NO LIABILITY FOR THE CONTAMINATED FUEL WHATSOEVER AND CUSTOMER SHALL BE FULLY LIABLE FOR THE FULL PRICE OF THE PRODUCT DELIVERED. Any Products accepted or deemed to have been accepted by the Customer cannot subsequently be returned and any claim which the Customer might otherwise have in respect of them shall be deemed to have been waived. (b) If after notice of rejection has been given the Customer deals with the Products as owner thereof or if any conduct of the Customer is inconsistent with rejection, the Customer shall be deemed to have accepted the Products.

(c) UKAY will replace or (at its option) refund or credit the price of any Products which are defective or contaminated where notice of rejection has been given within the time limit in paragraph (a) above. The Customer shall allow UKAY and its agents to have access to the premises where the Products were delivered and any other premises where the Products are stored for the purpose of investigating any such claim.

(d) Customer accepts that all network fuel transfers are undertaken by UKAY on the basis that UKAY accepts no liability for quality and or contamination issues with the fuel purchased from the networks and further that Customer accepts that any such issues need to be taken up with the network concerned. Customer further accepts that UKAY has no control over the quality, condition, storage or quantity drawn of fuels in the network systems.

7. Liability

(a) UKAY's liability for death or personal injury caused by negligence of UKAY or its subcontractors or agents is not limited. Nothing in this Condition will exclude or limit the

Company's liability for fraudulent misrepresentation. (b) Subject to paragraph 6 (c) and paragraph 7 (a) above, the following provisions set out the entire financial liability of UKAY (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: (i) any breach of these Conditions; and (ii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

(c) ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW (SAVE FOR THE CONDITIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979) ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.

(d) LIABILITY FOR LOSS OR DAMAGE TO CUSTOMER'S PHYSICAL PROPERTY CAUSED BY THE NEGLIGENCE OF UKAY SHALL NOT EXCEED £1,000,000 IN RESPECT OF ANY ONE EVENT OR CONNECTED SERIES OF EVENTS.

(e) UKAY'S TOTAL LIABILITY (NOT INCLUDING ANY LIABILITY COVERED BY CLAUSE 7 (d) ABOVE) IN CONTRACT, TORT (INCLUDING BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL BE LIMITED TO THE CONTRACT PRICE OR £50,000 WHICHEVER IS THE GREATER AND UKAY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY PURE ECONOMIC LOSS, LOSS OF PROFIT, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR OTHERWISE, IN EACH CASE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OR ANY CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR IN CONNECTION WITH THE CONTRACT.

(f) For the avoidance of doubt, subject to paragraph 6 (c) and paragraph 7 (a) above, UKAY shall not be liable for any loss or damage caused by or arising out of or in connection with the condition or quality of the Product(s) or the use or handling of the Product(s) after delivery including without limitation damage to or contamination of plant or equipment, contamination of other products owned by the Customer or third parties, damage to vehicles, crops or goods of any kind, loss of profits, goodwill or business, increased costs of working, increased costs of heating or any other loss or damage however arising whether direct or indirect or consequential and whether or not foreseen or foreseeable by UKAY.

(g) To the extent such claims are excluded by paragraphs (b) (c) (d) (e) or (f) above the Customer will indemnify UKAY against any claims, demands, losses, liabilities, proceedings, damages, costs, charges and expenses which may be claimed against UKAY by any one investigating and defending such claims.

(h) Any liability of UKAY for non-delivery of Product(s) shall be limited to replacing the Product(s) within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Product(s).

8. Force Majeure

UKAY shall not be liable for failures or delays in delivery caused by circumstances beyond its control including without

limitation any form of industrial action, inclement weather or default, delay or late missed deliveries by suppliers.

9. Termination

(a) If any of the events specified in paragraph (b) below occur, UKAY shall be entitled without prejudice to any other of its rights, to cancel any delivery and/or suspend further deliveries and/or make partial deliveries under any Contract with the Customer or to terminate the contract. (b) The events referred to in paragraph (a) above are: default by the Customer in respect of any payment due to UKAY or any breach of the contract or any other contract with UKAY (following notice of such default and or breach and failure to rectify within 10 business days); if a receiver, administrative receiver or receiver and manager is appointed in respect of part or all of the Customer's undertaking, property or assets; if a petition is presented or an order made or a resolution passed for the winding up of the Customer or the appointment of an administrator, if any distress or execution is levied upon any of the goods or property of the Customer or upon any Products supplied by UKAY and situate at the Customer's premises or any premises at which the Customer stores such Products; if the Customer (if an individual or a partner in a partnership) offers or enters into any arrangement or composition with or for the benefit of his creditors; or upon the presentation by the Customer or by any person against the Customer of any application for an interim order or petition for a bankruptcy order within the meaning of the Insolvency Act 1986.

(c) In the event of any cancellation, suspension or termination under this Condition 9 the Customer shall remain liable to pay for all Products actually delivered and for UKAY's costs and losses resulting from the cancellation.

(d) Customer may terminate the Contract in the event of UKAY's material breach of its obligations under the Contract or in the event of a receiver, administrative receiver or receiver or manager is appointed in respect of part or all of the UKAY's undertaking, property or assets; if a petition is presented or an order made or a resolution passed for the winding up of UKAY.

10. General

(a) Invalidity, illegality or unenforceability of any part of these Conditions shall not affect the validity, legality or enforceability of the remainder.

(b) UKAY's rights and remedies under the contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by UKAY nor by any failure or delay by UKAY in asserting or exercising any such rights or remedies. (c) The contract (including these Conditions) shall be governed by and construed in accordance with English law.

(d) The headings in these Conditions are for convenience only and shall not affect their construction.

(e) The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

(f) The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

11. Data Protection

11.1 We will collect, store and use any personal information provided by You and/or Cardholders in connection with Your Account ("Your Information") in accordance with the requirements of the Data Protection Act 1998 and our Privacy Policy, details of which can be found on our website.

11.2 You accept that we will use Your Information in the following ways:

- a) to set up and maintain Your Account and all records relating to it;
- b) for the administration of Your Account and to process and communicate with You about transactions on Your Account;
- c) to carry out fraud prevention in accordance with 9.3 below;
- d) to carry out credit checking in accordance with 9.4 below;
- e) to enable us to carry out data analysis with regard to Your Account for the Company's internal business purposes; and
- f) to conduct marketing activities described in and subject to 9.5 below.

11.3 We may access and use Your Information to prevent fraud and money laundering, for example, when: (i) checking details on applications for credit and credit related or other facilities, (ii) managing credit and credit related accounts or facilities, (iii) recovering debt, (iv) checking details on proposals and claims for all types of insurance, and (v) checking details of job applicants and employees. If false or inaccurate information is provided by You and fraud is identified, details will be passed to fraud prevention agencies and law enforcement agencies may access and use this information. You may contact Us for further details of the relevant fraud prevention agencies. We and other organisations may access and use the information recorded by fraud prevention agencies from other countries.

11.4 We may use Your Information for credit checking in order to mitigate exposure to bad debts. By entering into this Agreement You confirm Your agreement to Us to undertaking such credit reference searches from time to time and You agree that records of the searches may be seen by other organisations in relation to any application for credit in the future

11.5 Your Information including Your contact details may be used for marketing purposes as follows:

- a) to supply deals, offers and product information from carefully selected third parties that may be of interest to You

Marketing information may be provided by telephone, email or post and SMS.

You may unsubscribe or amend Your marketing options at any time by calling the office on 01376 574418.

12. Disclosure

By entering into the contract on these Conditions, unless the Customer has indicated otherwise when placing the order or otherwise asks UKAY in writing not to do so, the Customer consents to UKAY using information concerning the Customer for the purposes of disclosure to credit reference agencies and any other third parties for the purposes of credit reference information.

13. Assignment

- (a) The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of UKAY.
- (b) UKAY may assign the Contract or any part of it to any person, firm or company.