

STANDARD TERMS AND CONDITIONS OF SALE.

DEFINITIONS:

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

"Company": means Spartal Limited (company number: 01551538) whose registered address is at Unit 68, Northwick Business Centre, Blockley, Gloucestershire, GL56 9RF.

"Contract": means the contract between you and us for the sale and purchase of the Goods and or Services in accordance with the Purchase Order and subject to these Terms and Conditions.

"Customer Materials": means any materials supplied by you to us in connection with the provision of the Goods and or Services.

"Goods": means the goods, services and installation of goods ordered by you from us in accordance with these Terms and Conditions pursuant to the Contract.

"Goods Specification": any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by you and us.

"Intellectual Property Rights": patents, rights to inventions, copyright and related rights, 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.

"Price": means the price of the Goods in such currency as set out by us in the Purchase Order and is exclusive of amounts in respect of value added tax ("VAT").

"Purchase Order": means your order for the supply of Goods and or Services, as set out in your purchase order form or your written acceptance of our quotation as the case may be.

"Service Specification": any specification for the Services, including any relevant plans or drawings, that is agreed in writing by you and us.

"Services": means the services supplied by us to you, including but not limited to, cold drawing, cutting, machining, tube manipulation, component and sub-assembly production, drawn tubes and sections, engineered components and surface treatments including utilising, polishing, anodizing and poly-coating etc. as indicated in the Purchase Order and in accordance with these Terms and Conditions pursuant to the Contract.

"Terms and Conditions": means the terms and conditions set out in this document.

1. APPLICATION

All Quotations shall not constitute an offer and no Contract exists until we have issued our written acceptance of your Purchase Order. A quotation shall only be valid for a period of 20 Business Days from its date of issue. From the time we accept your Purchase Order the Contract shall come into existence and shall be irrevocable subject to clause 9.

(b) It is agreed that the Goods and Services are purchased in the course of business and not for private use or offered as suitable for any purpose or need. Any advice which we give is solely an opinion. The Contract constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us that is not set out in the Contract. (c) Contracts are formed upon our written acceptance of the Purchase Order, (at which point the Contract will come into effect) and these Terms and Conditions shall apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing unless a variation is expressly agreed by us in writing and signed by the Company secretary and only after authorisation in each and every case by a meeting of directors of the Company. Any other purported variation or qualification shall be void with the exception that where any clause in the Terms and Conditions allows for agreement to be made, such agreement may be agreed by a duly authorised officer on behalf of the Company.

(d) In the event that the Goods and or Services are collected or executed before a copy of these Terms and Conditions are delivered to you or collected by you then the Goods and or Services are to be regarded as not forming part of the Contract but as on approval only (whether paid for or not) until we receive written notice of rejection within 7 Business Days of receipt of the Goods and or Services or collection of the Terms and Conditions, (whichever is the earlier) at which point such Goods and or Services are to be accepted on the Terms and Conditions and shall form part of the Contract.

(e) Any samples, drawings, descriptive matter, or advertising produced by us and any illustrations contained in our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods described therein. They shall not form part of the Contract or Purchase Order or have any contractual force.

2. TITLE AND RISK

(a) Risk in the Goods shall pass to you on the earlier of the Delivery Date (hereinafter defined) or when the Goods arrive at the Delivery Location (hereinafter defined) but title in the Goods shall not pass until payment for the full amount of the Goods has been received (in cash or cleared funds). Until title to the Goods passes to you, the Goods are entrusted to you as a fiduciary agent and it is agreed that you will: keep a record and store in such a manner as to be able to identify the Goods as the property of the Company, not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, maintain the Goods in satisfactory condition, keep the Goods insured against all risks for their full price from the Delivery Date and provide such information relating to the Goods as we may require from time to time. If before title to the Goods passes to you, you become subject to any of the events set out in clause 10(d), then, without limiting any other right or remedy we may have, your right to resell the Goods or use them in the ordinary course of business ceases immediately and we may at any time require you to deliver to us the Goods in your possession which have not been resold, or irrevocably incorporated into another product and if you fail to do so promptly, we have the right to enter any premises of yours or any third party where the Goods are stored in order to recover them.

(b) You herein agree to indemnify us in all respects for the breach of clause 2 (a) above.

3. EXECUTION

(a) Where information, drawings, tools, or other things are required to be supplied by you in order to allow us to carry out the Contract, you shall provide the same within the period we specify. Should there be delay we may charge interest in accordance with clause 9 or increase our costs (as applicable).

(b) The Goods are described in the Goods Specification. To the extent that the Goods are to be manufactured in accordance with a goods specification supplied by you, you shall indemnify us 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 professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the Goods Specification. This clause 2 (b) shall survive termination of the Contract.

(c) We reserve the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement. You may request to amend the Goods Specification after the Contract has been entered into ("Amended Goods Specification"). However, we shall be under no obligation to accept the Amended Goods Specification and should we accept the Amended Goods Specification, we reserve the right to amend the Contract

accordingly in relation to the estimated completion date and price of the provision of Goods and or Services contemplated by the Purchase Order.

(d) Unless otherwise agreed Goods and Services will be supplied to British Standards Institution specification or other specification as is appropriate in our opinion. The Goods will not be tested by us for conformity but are supplied as good commercial quality. We reserve the right to amend the Goods and Services if required by any applicable statutory or regulatory requirement.

(e) We shall deliver the Goods to the location set out in the Contract or Purchase Order or such other location agreed in writing ("**Delivery Location**") on or around the date specified in the Contract ("**Delivery Date**") or the Goods shall be made available for your collection from our premises as set out in the Contract or Purchase Order. The Delivery Date is an approximation subject to adjustment upon our agreement and unless otherwise expressly stated, time is not of the essence. We shall not be responsible for late delivery and you shall not be permitted to withhold and or reduce payment due to late delivery. Delivery shall be completed upon the Good's arrival at the Delivery Location.

(f) Should you fail to accept delivery of the Goods on the Delivery Date the risk in the Goods shall pass to you in accordance with clause 2 (a). You shall remain liable for the Price along with any other sums owing to us under these Terms and Conditions.

(g) If we fail to deliver the Goods and or Services (other than as set out above), our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of a similar description and quality, in the cheapest market available, less the Price (hereinafter defined). Deliveries may be wholly or partially suspended in an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors (the "**Force Majeure Event(s)**"). We shall have no liability whatsoever for any delay or failure to deliver or have ready or have finished the Goods and or Services in accordance with the date specified in the Purchase Order and or Contract in the event of a Force Majeure Event.

(h) We shall have no liability in the event of late or failure to deliver in the event that you fail to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and or Services.

(i) We may stop the supply of any Goods and suspend further execution of the Services indefinitely if payment is not assured at any time to our reasonable satisfaction.

(j) Deliveries are to be accepted when ready and cannot be postponed unless agreed previously in writing. If any postponement or delay is caused by you with or without our agreement and with or without subsequent or immediate termination of the Contract we shall store the Goods until delivery has taken place and charge you for all related costs and expenses (including insurance) and we reserve the right to charge interest. If the Goods have not been delivered within 10 Business Days after the day on which we notified you that the Goods were ready for delivery, we may resell or otherwise dispose of part or all of the Goods.

(k) You must inspect the Goods on the Delivery Date. If any of the Goods are damaged you must notify us in writing within 3 Business Days of the Delivery Date. You will return the damaged Goods within 5 Business Days and it is at our absolute discretion to refund the delivery charge and to repair or replace the Goods.

4. DIVISIBILITY.

(a) We reserve the right to make deliveries of Goods and or Services by installments and to render a separate invoice in respect of each such installment.

(b) If we exercise the right to make deliveries of Goods and or Services in accordance with clause 4(a) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further installment or installments, shall not entitle you to reject the Contract or the delivery of Goods and or Services of any other installment or to withhold payment in respect of any installment previously delivered.

(c) The Contract shall be considered as completed when we have delivered between plus or minus ten per cent of the amount ordered (at our absolute discretion) if not otherwise specified and agreed by us. Deliveries over or under this amount shall be charged pro rata.

5. PACKING.

Where we have agreed in writing that you will be credited on the return of certain cases or other packing, such agreement is conditional upon returning the same to us within 3 months of the Delivery Date at your expense and in the same condition as sent (fair wear and tear excepted).

6. CARRIAGE.

(a) When we make delivery of the Goods at the Delivery Location unless agreed otherwise you will provide all necessary labour and facilities for unloading without delay. All such deliveries will be made on your behalf by the most expeditious method consistent with reasonable cost unless agreed otherwise.

(b) If Goods are lost or damaged during delivery you will notify us within 3 Business Days of the Delivery Date by telephone and in writing with an advice note and we will (at our absolute discretion) repair or replace the Goods free of charge or alternatively repay the Price (together with any delivery charges) for the lost or damaged Goods as soon as reasonably possible.

(c) The return to us of any Goods is at your own risk and cost and is subject to us receiving an advice note either with or prior to the Goods being sent back to us. We will not credit any Goods or packing which is damaged during its return transport to us. We will advise you of any damage or loss so that you may claim on the carrier.

7. PRICE.

(a) Where the Price is not specifically set out it shall be pro-forma. You shall on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods and or Services.

(b) Subject to clause 6(c) you shall pay the invoice in full and cleared funds within such period set out in the invoice of the date of the invoice whether or not delivery takes place on the Delivery Date. Payment shall be made to the bank account nominated in writing by us. Time for payment is of the essence.

(c) If we agree to allow credit, the terms are inter alia that payment in full is received by us within a maximum of such period set out in the Contract ("**Credit Period**") (whether the Contract is completed or not) and we may make a charge for the finance of the credit ("**Credit Charge**"). The Credit Charge is to be added to the invoice value. When payment is made within the Credit Period we may at our discretion deduct the Credit Charge in proportion to the amount paid.

(d) If you fail to make any payment due to us under the Contract by the due date for payment, then the interest rate as set out in clause 8 shall accrue.

(e) It is agreed that the Price is open to competitive tender and our bargaining strength or market position is in no way a relevant factor in contracting with us.

(f) The Price excludes (i) any test costs for material and labour (unless otherwise agreed) and (ii) costs of packing material and labour (unless otherwise agreed) and (iii) works and carriage whether by our own transport or not (unless otherwise agreed).

(g) Unless otherwise agreed the Price or the price quoted by us is provisional only and is subject to any increase we may wish to make by reason of any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, a rise in the wages

payable for labour or in the cost of materials packing transport or otherwise), any request by you to change the Delivery Date, quantities, or types of goods ordered and any delay caused by any instructions by you or failure by you to give us adequate or accurate information or instructions.

(h) Where our original quotation (verbal or written) is made on the basis of a specific number or quantity being ordered and thereafter total orders by you are for a smaller number or quantity which by agreement we supply under the expectation of further orders for the balance but such is not ordered within a reasonable time we reserve the right to increase the price of the Goods and or Services (whether already delivered and or paid for or not) by a reasonable sum having regard to the extra cost and profit which we were not able to distribute over the whole.

(i) Manufacturing quantities are subject to a tolerance of plus or minus 15 percent, the surplus or shortage will be charged to you pro rata unless agreed otherwise.

(j) Quantities for charging purposes shall be calculated as is customary in the trade concerned unless agreed otherwise.

(k) We may invoice you for the Goods and or Services on or at any time after the Delivery Date.

(l) Time is of the essence in respect of this clause 6 and you are to indemnify us against any breach of the same.

8. SUPPLY OF SERVICES

(a) We shall provide the Services to you in accordance with the Service Specification in all material respects.

(b) We shall use all reasonable endeavours to meet any performance dates for the Services specified in the Purchase Order or Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

(c) We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.

(d) You shall not have the right to request any changes to the Services once the Purchase Order has been accepted by us in accordance with clause 1(c) above.

(e) We warrant to you that the Services will be provided using reasonable care and skill.

(f) You will provide us with such information and materials as we may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.

(g) You will (where necessary) prepare your premises for the supply of the Services.

(h) We shall not be liable to you in the event the Customer Materials are not of satisfactory quality and as a result (i) we are unable to carry out any or all of the Services under the Contract or (ii) the Customer Materials are damaged or destroyed when attempting to carry out the Services.

(i) We shall not be liable for any costs in returning the Customer Materials back to you as a result of the circumstances in clause 8(h) above.

9. INTEREST. Where we are entitled to charge interest the principal amount shall be the Price which we would have been entitled to receive for the whole or part of the Goods and or Services. Interest shall accrue from the date the Price and any other payment became due. The daily rate of accrual shall be altered to take account of any inflation of the currency and interest shall be calculated thereon daily at 5% above the Bank of England's base rate. You shall pay the interest together with the overdue amount.

10. TERMINATION.

(a) If after all reasonable efforts and after a reasonable time we are unable to obtain what is necessary to complete or replace the Contract or part of the Contract we have the right to terminate that part of the Contract but the Price or changes of price alone shall not be sufficient grounds for termination.

(b) If at any time you cancel or terminate any uncompleted Contract or part thereof you shall immediately pay us all of our outstanding unpaid invoices and interest together with all debts and costs we have incurred and to which we will become liable including those due to price and changes of price and compensating us for all and every obligation we have undertaken as a result of your Purchase Order or Contract. We may charge interest but will use our best endeavors in all cases to keep charges to you to a minimum.

(c) Delay or damage in delivery or faulty Goods and or Services is not grounds for termination of the Contract or Purchase Order by you.

(d) We may suspend provision of the Goods and or Services under any contract between you and us if you suspend or threaten to suspend payment of your debts, you commence negotiations with creditors, you become subject to a bankruptcy petition or order or become subject to an order for your winding-up, dissolution or liquidation or the appointment of a liquidator or administrator or equivalent or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under the Contract on the due date for payment.

11. WARRANTY.

(a) If the Goods and or Services develop a material defect within a period of 10 weeks from the Delivery Date, you must give us written notice of such material defect immediately upon becoming aware and upon inspection if we determine (at our absolute discretion) that the part(s) is/are materially defective then our sole obligation will be limited to providing a replacement part or repair for the one which is defective.

(b) We shall not be liable for the Goods' failure to comply with the warranty in clause 11(a) above if (i) you make any further use of such Goods after giving notice in accordance with clause 11(a) above and (ii) the defect arises because you failed to follow our oral or written instructions as to the storage installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice and (iii) the defect arises as a result of us following any drawing, design or Goods Specification supplied by you and (iv) you alter or repair such Goods without the our written consent and (v) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions and (vi) the Goods differ from the Goods Specification or Service Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

(c) Our costs incurred in clause 11(a) above is limited to repair or replacement of the Goods or Services provided and does not cover transportation costs or any other costs howsoever.

(d) This warranty is subject to the following conditions: (i) being given reasonable time and access to your premises or any premises where the Goods are situated and (ii) no return or other disposal made before our agreement and (iii) the Goods and or Services being in the same condition as received except for the minimum change necessary to discover the fault and (iv) that proper precautions have been taken to prevent any further damage or deterioration and (v) subject to the conditions in clause 6 above.

12. LIABILITY.

(a) Other than the warranty in clause 12 nothing in these Terms and Conditions shall limit or exclude our liability for (i) any death or personal injury caused by our negligence or the negligence of our employees, agents, subcontractors or third parties (ii) fraud or fraudulent misrepresentation or (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or (iv) defective products under the Consumer Protection Act 1987.

(b) Subject to clause 12(a) above we shall under no circumstances whatsoever be liable to you 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 (whether caused by the negligence of us, our employees or agents or third parties or otherwise). Our entire liability under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the Price. This limitation of liability and indemnity shall apply equally notwithstanding any certificate, guarantee, warranty, indemnity or other such we issue whether given in writing or otherwise and whether expressed or implied by law or otherwise as to the quality conformity to specification freedom from defect, error, origin, omission or any other thing. Also to any damages, penalties or other cost to us resulting from the Goods Specification and or the Services Specification infringing or violating any patent, copyright, legal regulation or similar.

(c) You agree and acknowledge with us that we shall have no liability whatsoever in relation to the Customer Materials or any use by us of the Customer Materials including any claim in relation to breach of intellectual property rights relating to the same.

(d) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

(e) This clause 12 shall survive termination of the Contract.

13. INTELLECTUAL PROPERTY RIGHTS

(a) All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us save for any Customer Materials supplied by you in connection with the Services.

(b) You acknowledge that, in respect of any third party Intellectual Property Rights in the Services, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you other than in the event that you have provided us with Customer Materials whereby the Intellectual Property Rights in respect of the Customer Materials shall vest with you and shall not pass to us under any circumstance.

(c) All other materials are the exclusive property of us.

14. USAGE.

Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us. A person who is not a party to the Contract shall not have any rights to enforce its terms.

15. LAW.

The Terms and Conditions, the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or the Contract or its subject matter or formation (including non-contractual disputes or claims). The preliminary descriptive word at the beginning of each clause is not part of these Terms and Conditions.

16. DATA PROTECTION ACT 1998

16.1 We may transfer information about you to our financiers, who:

(a) may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and or training purposes and in making payments and servicing their agreement with us;

(b) from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;

(c) may give information about you and your indebtedness to the following:

(i) our or their insurers for underwriting and claims purposes;

(ii) any guarantor or indemnifier of your or our obligations to enable them to assess such obligations;

(iii) their bankers or any advisers acting on their behalf;

(iv) any business to whom your indebtedness and our arrangements with our financiers may be transferred - to facilitate such transfer;

(d) may monitor and/or record any phone calls you may have with them, for training and/or security purposes;

(e) in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.

16.2 We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have the right to receive a copy of certain information that they hold about you if you apply to them in writing. However a fee will be payable.

17. CONFIDENTIALITY

A party ("**receiving party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("**disclosing party**"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 17 shall survive termination of the Contract.

18. SEVERANCE

(a) If any provision or part-provision of the Contract or Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall 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 shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions or Contract.

(b) If one party gives notice to the other of the possibility that any provision or part-provision of the Contract or Terms and Conditions is invalid, illegal or unenforceable, both parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. GENERAL

(a) We may transfer or assign our rights and obligations to any of our associated companies and may sub-contract any of our obligations under the Terms and Conditions and or Contract.

(b) We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party. You shall not, without our prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under the Contract.

(c) Any notice or other communication given to a party under or in connection with this Contract shall 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 shall be delivered personally or sent by prepaid first-class post or other next Business Day delivery service, or by commercial courier, fax or e-mail. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the Contract; if sent by pre-paid first class post or other next Business 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; or, if sent by fax or e-mail, one Business Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

(d) A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.