
STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

E-Tech Components UK Ltd

Issued: October 2017

1. Application of Terms and Conditions

- 1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller; and
- 1.2 These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, subject to which any such quotation is accepted or purported to be accepted by the Seller, or any such order is made or purported to be made, by the Buyer.

2. Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Buyer”	means the person or legal entity who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
“Contract”	means the contract for the purchase and sale of the Goods which shall incorporate, and be subject to, these Terms and Conditions;
“Contract Price”	means the price stated in the Order payable for the Goods;
“Delivery Date”	means the date on which the Goods are to be delivered as stipulated in the Order and accepted by the Seller, as evidenced in the Contract;
“Force Majeure Event”	means an event or circumstance beyond a Party’s reasonable control;
“Goods”	means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with the Contract;
“Incoterms 2010”	means the International Commercial Terms, as published by the International Chamber of Commerce (version 2010, 8 th Edition);
“Month”	means a calendar month;
“Order”	means the Buyer’s order for the Goods, as set out in the Buyer’s purchase order form, or the Buyer’s written acceptance of the Seller’s quotation or offer, as the case may be; and
“Seller”	means E-Tech Components (UK) Limited, a company registered in England under Company registration Number 05076040 of Unit 7, Hermes Road, Gillmoss Ind Est, Liverpool, Merseyside L11 0ED.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 2.2.1 “**writing**”, and any cognate expression, includes a reference to any communication effected by e-mail or facsimile transmission;
 - 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 2.2.3 “**these Terms and Conditions**” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 2.2.4 a Clause is a reference to a clause of these Terms and Conditions;
 - 2.2.5 a “**Party**” or the “**Parties**” refer to the parties to these Terms and Conditions; and
 - 2.2.6 any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

3. **Basis of Sale**

- 3.1 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Terms and Conditions, or to the Contract, shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.
- 3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4. **Orders and Specifications**

- 4.1 No Order shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller’s authorised representative, at which point the Contract shall come into existence.
- 4.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Terms and Conditions. The Buyer is responsible for ensuring that the terms of the Order are complete and accurate.
- 4.3 The specification for the Goods shall be that set out in the Seller’s sales documentation unless varied expressly in the Order (if such variation(s) is/are

accepted by the Seller). The Goods will only be supplied in the minimum units thereof stated in the Seller's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.

- 4.4 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Terms and Conditions.
- 4.5 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and they shall not form part of the Contract nor have any contractual force.
- 4.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
- 4.7 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all losses (including loss of profit), liabilities, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

5. **Price**

- 5.1 The Contract Price of the Goods shall be the price set out in the Order or such other price as may be agreed in writing by the Seller and the Buyer.
- 5.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 days only or such lesser time as the Seller may specify.
- 5.3 The Seller reserves the right, by giving written notice to the Buyer at any time before the Delivery Date, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including any foreign exchange fluctuation, currency regulation, alteration of or increase in taxes or duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in Delivery Date, quantities or specifications for the Goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- 5.4 The Seller may allow the Buyer quantity discounts subject to and in accordance with the conditions set out in the Seller's published price list for the Goods current at the date of acceptance of the Order.
- 5.5 Any settlement discount specified by the Seller in the Contract will be authorised by the Seller to the Buyer in respect of Goods for which payment is received by the Seller on or before the due date and otherwise in accordance with the payment terms set out in these Terms and Conditions and provided that no other amounts owing by the Buyer to the Seller are overdue and unpaid.
- 5.6 Subject to Clause 5.7 and except as otherwise stated in the Order or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are exclusive of the Seller's charges for packaging, insurance and transport of Goods, which shall be invoiced to the

Buyer.

- 5.7 On all UK orders below £200.00 net the Buyer shall pay a small order charge of £15.00.
- 5.8 The Contract Price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

6. Payment

- 6.1 Subject to any special terms agreed in writing between the Buyer and the Seller or as set out in the Order, the Seller shall invoice the Buyer for the Contract Price of the Goods on or at any time after completion of delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the Contract Price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 6.2 The Buyer shall pay the Contract Price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction, credit or set off) within 30 Business Days of the date of the Seller's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the title in the Goods has not passed to the Buyer. The time for the payment of the Contract Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.3 If a stock cleanse is agreed between the Parties, the old stock may be bought back by the Seller at the Contract Price of the Goods sold less a handling charge of 25% of the value of the old Goods, subject to the old stock being full pack quantities, in original packaging and in full saleable condition. The Buyer will then be required to order further Goods from the Seller at 2 (two) times the value of the Goods.
- 6.4 All payments shall be made to the Seller as indicated on the Order or the invoice issued by the Seller.
- 6.5 The Seller is not obliged to accept orders from any buyer who has not supplied the Seller with references satisfactory to the Seller. If at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment and notwithstanding Clause 6.2 of these Terms and Conditions, all amounts owing by the Buyer to the Seller shall become immediately payable.
- 6.6 The Buyer shall 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). The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Seller against any amount payable by the Seller to the Buyer.
- 6.7 If either Party fails to make any payment due under the Contract by the due date for payment, then the relevant Party shall 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 shall accrue on a daily basis from the due

date until actual payment of the overdue amount, whether before or after judgment. The relevant Party shall pay the interest together with the overdue amount.

- 6.8 The Seller may at any time assign the right of recovery under any invoices to a third party.

7. **Delivery**

- 7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Order and/or the Contract as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified or the Parties have agreed otherwise, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.
- 7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 7.3 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 7.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.5 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provisions of Clause 9.1, risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.
- 7.6 If ten Business Days after the day on which the Seller notified the Buyer that the Goods were ready for delivery or collect the Buyer has not collected or accepted delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.

8. **Export Sales**

- 8.1 Where the Goods are supplied to a destination outside the UK, this Clause 8 shall apply by way of modification to these Terms and Conditions.
- 8.2 Unless otherwise stated in the Order or the Contract, the Goods are sold FCA (Free Carrier (named place of delivery)), as defined in the Incoterms 2010 via the port of Liverpool.
- 8.3 The Buyer shall be responsible for any import duties and local taxes outside the UK.

8.4 Export documentation should be requested at time of order. Costing will be quoted on application.

9. Risk and Retention of Title

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:

9.1.1 in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or

9.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until (the earlier of):

9.2.1 the Seller has received in cash or cleared funds payment in full of the Contract Price of the Goods and any other goods supplied by the Seller; and

9.2.2 the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in Clause 9.4.

9.3 Until payment has been made to the Seller in accordance with these Terms and Conditions and the Contract and until title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall:

9.3.1 store the Goods separately and ensure that they are identifiable as being supplied by and the property of the Seller;

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

9.3.3 maintain the Goods in satisfactory and in an appropriate environment, and shall insure the Goods against all reasonable risks; and

9.3.4 give the Seller such information relating to the Goods as the Seller may require from time to time.

9.4 Subject to Clause 9.7, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:

9.4.1 it does so as principal and not as the Seller's agent; and

9.4.2 title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

9.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

9.6 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Seller retains title or inspecting the Goods to ensure compliance with the storage and identification requirements

of Clause 9.3.

9.7 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in Clause 11.1, then, without limiting any other right or remedy the Seller may have:

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

9.7.2 the Seller may at any time:

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

b) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them in accordance with Clause 9.6.

10. **Defective Goods**

10.1 The Seller shall use its reasonable endeavours to pass on the benefit of any manufacturer's warranty to the Buyer. The Seller does not provide any further warranties in relation to the Goods.

10.2 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection, as the case may be. If on delivery or collection any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery or collection of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" and/or any carrier's note is marked "not examined", where the Goods cannot be reasonably examined at the time of delivery or collection and the Buyer (after examining the Goods) gives written notice of such defect to the Seller within 5 Business Days of the Delivery Date and the Buyer (if requested to do so by the Seller) returns such Goods to the Seller's place of business (with the relevant returns note and at the Buyer's cost), the Seller shall at its sole option:

10.2.1 replace or repair the defective Goods within 30 Business Days of receiving the Buyer's notice; or

10.2.2 refund or credit to the Buyer the price for those Goods (or parts thereof, as appropriate) which are defective;

but the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if notice is not given by the Buyer as set out above.

10.3 The Seller shall be under no liability for any damage or shortages if the provisions of this Clause 10 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to the Seller within 5 Business Days of delivery in accordance with Clause 10.2.

10.4 In all cases where defects or shortages are reported to the Seller in accordance with Clause 10.2, the Seller shall be under no liability in respect thereof unless the Seller is given a reasonable opportunity of examining such Goods.

10.5 No Goods may be returned to the Seller without the prior agreement in writing of the Seller.

10.6 The Seller shall not be liable to repair or replace the Goods in accordance with Clause 10.2 in any of the following events:

- 10.6.1 the Buyer makes any further use of such Goods after giving notice in accordance with Clause 10.2;
 - 10.6.2 the defect arises because the Buyer failed to follow the Seller'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;
 - 10.6.3 the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;
 - 10.6.4 the Buyer alters or repairs such Goods without the written consent of the Seller;
 - 10.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 10.6.6 the Goods differ from their description or any specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.7 Subject to Clauses 10.3, 10.4 and 10.6, the Seller shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.
- 10.8 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law including sections 13 to 15 of the Sale of Goods Act 1979.
- 10.9 The Buyer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this Clause.

11. Termination

- 11.1 Without limiting its other rights or remedies, the Seller may terminate this Contract with immediate effect by giving written notice to the Buyer if the Buyer:
- 11.1.1 commits or permits any material breach of its obligations under these Terms and Conditions and (if such a breach is remediable) fails to remedy that breach within 7 days of the Buyer being notified in writing to do so;
 - 11.1.2 enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
 - 11.1.3 is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

- 11.1.4 convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 11.1.5 suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.
- 11.2 Without prejudice to any other right or remedy available to the Seller, if the Buyer becomes subject to any of the events listed in Clauses 11.1.1 to 11.1.5, or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment the Seller shall be entitled to:
- 11.2.1 cancel the Order and/or the Contract with immediate effect;
- 11.2.2 suspend any further deliveries to the Buyer under the Contract or any other contract between the Buyer and the Seller;
- 11.2.3 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
- 11.2.4 if the Goods have been delivered Buyer, the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest notwithstanding any previous agreement or arrangement to the contrary.
- 11.3 Termination of the Contract shall 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.
- 11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 12. Limitation of Liability**
- 12.1 Subject to the provisions of Clauses 10 and 12.3, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 12.1.1 any breach of these Terms and Conditions or the Contract; or
- 12.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 12.2 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.

12.3 Nothing in these Terms and Conditions excludes or limits the liability of the Seller:

12.3.1 for death or personal injury caused by the Seller's negligence;

12.3.2 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or

12.3.3 for fraud or fraudulent misrepresentation.

12.4 Subject to Clause 12.3:

12.4.1 the Seller's total liability in contract, tort (including negligence or 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; and

12.4.2 the Seller shall not be liable to the Buyer whether in contract, tort (including negligence), breach of statutory duty or otherwise 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.

13. **Confidentiality, Publications and Endorsements**

13.1 The Buyer will keep strictly confidential the Contract and all information obtained by the Buyer relating to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, know-how, personnel, customers and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default or information that is required to be disclosed by law.

13.2 The Buyer will not use, authorise or permit any other person to use any name, trade mark, trade name, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its licensor.

13.3 The Buyer will ensure compliance with this Clause 13 by its employees, servants, contractors, sub-contractors and agents.

13.4 The provisions of this Clause 13 shall survive the termination of the Contract.

14. **Communications**

14.1 All notices under these Terms and Conditions and under the 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, sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail and shall be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

14.2 Notices shall be deemed to have been duly given:

- 14.2.1 when delivered personally, when left at the address referred to in Clause 14.1;
 - 14.2.2 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;
 - 14.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - 14.2.4 if transmitted by e-mail or facsimile, one Business Day after transmission or after a report or return receipt is generated.
- 14.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.
- 14.4 The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

15. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from a Force Majeure Event.

16. **Assignment**

16.1 The Seller 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 or any part of it to any person, firm or company without the prior consent of the Buyer.

16.2 The Buyer shall not be entitled to 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 or any part of it without the prior written consent of the Seller.

17. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

18. **Severance**

If any provision or part-provision of the Contract 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 Contract.

19. **Entire Agreement**

The Contract and these Terms and Conditions constitute the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this agreement. Neither Party shall be entitled to rely on any agreement, understanding or representation of any kind which is not expressly contained in this agreement. Each Party confirms and acknowledges that it has not been induced to enter into the Contract or these Terms and Conditions by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in these Terms

and Conditions or the Contract purports to exclude liability for any fraudulent statement or act.

20. **Third Party Rights**

A person who is not a Party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. **Law and Jurisdiction**

21.1 These Terms and Conditions and the Contract (including any non-contractual disputes or claims arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual disputes or claims and obligations arising therefrom or associated therewith) shall fall exclusively within the jurisdiction of the courts of England and Wales.