

Sale of Equipment Terms & Conditions

The Customer's attention is drawn in particular to Clause 8.

1 Interpretation

1.1 Words appearing in these terms and conditions with capital initial letters shall have the following meanings:

“**Business Day**” means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

“**Business Hours**” means the period from 8.00 am to 5.00 pm on any Business Day;

“**Contract**” means the contract between the Supplier and the Customer for sale and purchase of the Goods, incorporating these terms and conditions;

“**Customer**” means the person or firm who purchases the Goods from the Supplier;

“**Delivery Location**” has the meaning given in clause 4.2;

“**Deposit**” has the meaning given in clause 7.3.1;

“**Force Majeure Event**” means an event, circumstance or cause beyond a party's reasonable control;

“**Goods**” means the equipment (or any part of it) being sold by the Supplier and bought by the Customer, details of which are set out in the Supplier's quotation;

“**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, 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 trade secrets), 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, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;

“**Order**” means the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be;

“**Price**” means the price of the Goods, which shall be the price set out in the Supplier's quotation, the Order or the invoice for the Deposit;

“**Specification**” means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

“**Supplier**” means Compact and Bale Limited, a company registered in England and Wales with company number 04027675 whose registered office is at Ridham Dock Ridham Dock Road, Iwade, Sittingbourne, Kent, United Kingdom, ME9 8SR;

“**Warranty Period**” means the warranty period set out in the Supplier's quotation; and

“**VAT**” means value added tax or any equivalent tax chargeable in the UK.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.3 A reference to a party includes its successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular and a reference to one gender includes a reference to the other genders.
- 1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 A reference to **writing** or **written** excludes fax but not email.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provisions.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 Basis of contract

- 2.1 These terms and conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these terms and conditions. The Customer must ensure that the terms of the Order and any applicable Specification are complete and accurate. Any corrections by the Customer after acceptance of the Order by the Supplier will be carried out at the Supplier's discretion and at the Customer's cost.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence.
- 2.4 The Customer waives any right it might have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these terms and conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by or on behalf of the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures (whether digital or otherwise) are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 Performance figures quoted by the Supplier are estimates only and the Supplier does not accept any liability for failure to attain any quoted performance figures unless the Supplier specifically guarantees them in writing.
- 2.7 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation is an estimate only and may be amended or withdrawn by the Supplier at any time. A quotation shall only be valid for a period of 14 days from its date of issue.

3 Goods

- 3.1 The Goods are described in the Specification.

3.2 The Supplier reserves the right to amend the Specification if required by any applicable law or regulatory requirement or to the extent that the amendments do not materially affect the quality or performance of the Goods, and shall notify the Customer in any such event.

4 Delivery

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 The parties shall agree in writing whether the Supplier shall deliver the Goods or the Customer shall collect the Goods. If it is agreed:

4.2.1 that the Supplier shall deliver the Goods, the Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (the "**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready; or

4.2.2 that the Customer shall collect the Goods, the Customer shall collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier in writing prior to delivery (the "**Delivery Location**") within 3 Business Days of the Supplier notifying the Customer that the Goods are ready.

4.3 Delivery is completed:

4.3.1 on the completion of unloading of the Goods at the Delivery Location if the Supplier delivers the Goods in accordance with clause 4.2.1; or

4.3.2 on the completion of loading of the Goods at the Delivery Location if the Customer collects the Goods in accordance with clause 4.2.2.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods. If delay in delivery is due to a Force Majeure Event, then the Supplier may terminate the Contract by giving reasonable written notice to the Customer without any liability to the Customer.

4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the Price. The Supplier shall not be liable for any failure to deliver the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to take or accept delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready for delivery or fails to give the Supplier adequate delivery instructions, then, except where such failure is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready and risk shall transfer to the Customer at this time;

4.6.2 the Supplier shall, subject to clause 4.7, store the Goods until actual delivery takes place or the Supplier resells or disposes of the Goods in accordance with clause 4.7, and shall, without limiting its rights, be entitled to charge the Customer for all related costs and expenses (including insurance);

- 4.6.3 the Supplier may withhold delivery or performance of its obligations under this Contract or another contract between the Supplier and the Customer; and
- 4.6.4 the Supplier may treat this Contract as repudiated by the Customer.
- 4.7 If 10 Business Days after the date on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods. Without limiting its rights, the Supplier may retain the Deposit and charge the Customer for any difference between the Price and the price obtained when reselling the Goods if the price obtained when reselling the Goods is lower than the Price.
- 4.8 The Supplier may deliver the Goods by instalments, which it shall invoice and which the Customer shall pay for separately. Each instalment shall constitute a separate contract. Any delay in delivery of or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 Quality

- 5.1 The Supplier warrants that:
 - 5.1.1 on delivery the Goods shall conform in all material respects with the Specification; and
 - 5.1.2 subject to the Goods being serviced and maintained by the Supplier or its nominated service contractors, for the Warranty Period the Goods shall be free from material defects in design, material and workmanship.
- 5.2 Subject to clause 5.3, if:
 - 5.2.1 during the Warranty Period, the Customer gives notice in writing to the Supplier, specifying an Order number and a valid equipment serial number where applicable, within 3 Business Days from the date of delivery or (where a defect or failure was not apparent on reasonable inspection) within 3 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option and to the extent that it agrees that such Goods do not comply with the warranty set out in clause 5.1, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
 - 5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2.1;
 - 5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.3.3 the defect arises from normal wear and tear, misuse, unauthorised modifications or repairs, accidents, acts of God, or use of non-approved components or consumables

- 5.3.4 the defect arises as a result of the Supplier following any drawing, design or specification supplied by or on behalf of the Customer;
 - 5.3.5 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.3.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.7 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 The warranty set out in clause 5.1 does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of such warranty or guarantee as is given by the manufacturer to the Supplier.
- 5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.7 These terms and conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6 Title and risk

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery with the Supplier's interest noted on such insurance policy;
 - 6.3.4 account to the Supplier for the proceeds of such policy of insurance in clause 6.3.3 upon receipt of such proceeds;
 - 6.3.5 not pledge or in any way charge by way of security for any indebtedness any of the Goods;
 - 6.3.6 allow the Supplier's representatives, employees and/or agents to enter the Customer's premises at any time to check compliance with this clause 6.3;
 - 6.3.7 notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.2.4 to clause 9.2.6; and
 - 6.3.8 give the Supplier such information as the Supplier may reasonably require from time to time relating to:

- (i) the Goods; and
- (ii) the Customer's ongoing financial position.

6.4 At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession and control that have not been resold or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored, to recover them. The Customer shall procure entry to any such third party's premises if requested to do so by the Supplier.

7 Price and payment

7.1 The Price:

7.1.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.1.2 excludes the costs and charges of packaging, insurance, transport and installation of the Goods and training relating to the Goods, which shall be invoiced to the Customer if relevant.

7.2 The Supplier may at any time, by giving notice in writing to the Customer, increase the Price to reflect any increase in the cost of the Goods that is due to:

7.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, currency regulation, alteration in duties, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

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

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

7.3 The Supplier may invoice the Customer for:

7.3.1 a deposit of 30% of the Price (the "**Deposit**") on or at any time after the acceptance by the Supplier of the Order; and

7.3.2 the balance of the Price at any time before, on or after delivery of the Goods.

7.4 The Supplier may charge an additional administration charge to the Customer for any delivery of a small value (as determined by the Supplier), which is payable by the Customer on receipt of an invoice for such charge.

7.5 The Customer shall pay each invoice submitted by the Supplier:

7.5.1 in the case of an invoice relating to the Deposit, immediately on receipt;

7.5.2 in the case of an invoice relating to the balance of the Price:

- (i) if the Goods are a machine, before delivery of the Goods; or
- (ii) if the Goods are not a machine, before delivery of the Goods or, if the Customer has a credit account with the Supplier, within 30 days of the date of the invoice unless otherwise specified on the invoice; and

- 7.5.3 in pounds sterling in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 7.6 Time for payment shall be of the essence of the Contract.
- 7.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then without limiting the Supplier's remedies under clause 9:
- 7.7.1 the Customer shall pay the Supplier's reasonable administration costs;
- 7.7.2 the Customer shall pay the Supplier interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.7.2 will accrue each day at the rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time;
- 7.7.3 the Supplier may appropriate any payment made by the Customer to such of the Goods (or any goods and/or services supplied under any other contract between the Supplier and the Customer) as the Supplier considers fit (notwithstanding any purported appropriation by the Customer);
- 7.7.4 the Supplier may enter, without prior notice, any of the Customer's premises (or premises of third parties with their consent) where Goods owned by the Supplier may be and repossess and dispose of or sell any such Goods found on account of any sums due to the Supplier under this Contract or any other contract between the Supplier and the Customer;
- 7.7.5 the Customer shall not re-sell or part with the possession of any of the Goods owned by the Supplier;
- 7.7.6 the Supplier may withhold or suspend any current and future provision of the Goods;
- 7.7.7 the Supplier may cancel, terminate and/or suspend without liability to the Customer any contract between the Supplier and the Customer;
- 7.7.8 the Supplier may suspend or cancel the Customer's credit facilities; and/or
- 7.7.9 all monies owed by the Customer to the Supplier shall forthwith become due and payable.
- 7.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8 Limitation of liability

- 8.1 The limits and exclusions in this clause 8 reflect the insurance cover the Supplier has been able to arrange. The Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.
- 8.3 Nothing in the Contract limits any liability for:
- 8.3.1 death or personal injury caused by negligence;
- 8.3.2 fraud or fraudulent misrepresentation;
- 8.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

- 8.3.4 defective products under the Consumer Protection Act 1987;
 - 8.3.5 any liability that cannot legally be limited; or
 - 8.3.6 the Customer's payment obligations under the Contract.
- 8.4 Subject to clause 8.3, the Supplier shall have no liability to the Customer:
- 8.4.1 for defective Goods:
 - (i) in accordance with clause 5.3;
 - (ii) where and to the extent that the defect arises from any specification, information and/or instructions supplied by the Customer;
 - (iii) unless the defect is notified to the Supplier pursuant to clause 5.2.1; and
 - (iv) which are not, where practicable, returned to the Supplier and/or made available for inspection;
 - 8.4.2 for Goods not dispatched or Goods damaged or lost in transit unless the event is notified to the Supplier within 3 Business Days of delivery, or in the event of total non-delivery, within 28 Business Days of the due date for delivery;
 - 8.4.3 if the Supplier is not given reasonable opportunity to remedy any matter for which the Supplier may be liable before the Customer incurs any costs and/or expenses in remedying the matter itself;
 - 8.4.4 if the full amount payable for the Goods has not been paid when due; or
 - 8.4.5 for any matters which are outside of the Supplier's reasonable control and/or caused or contributed to by the Customer.
- 8.5 Subject to clause 8.3, the Supplier's total liability to the Customer shall not exceed the lower of the price paid or payable by the Customer for the Goods and £100,000.
- 8.6 Subject to clause 8.3, the following types of loss are wholly excluded:
- 8.6.1 loss of profits (including loss of anticipated savings);
 - 8.6.2 loss of sales or business;
 - 8.6.3 loss of agreements or contracts;
 - 8.6.4 loss of use or corruption of software, data or information;
 - 8.6.5 loss of or damage to goodwill; and
 - 8.6.6 indirect or consequential loss.
- 8.7 This clause 8 shall survive termination of the Contract.

9 Termination

- 9.1 The Customer may terminate the Contract with the written consent of one of the Supplier's Directors, in which case the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of termination, or alternatively (at the Supplier's option) the Customer shall pay to the Supplier the sum of 10% of the price of the

Goods representing liquidated damages to compensate the Supplier against all losses incurred as a result of the termination.

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

9.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment;

9.2.2 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of it being notified in writing to do so;

9.2.3 the Customer repeatedly breaches any term of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

9.2.4 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

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

9.2.6 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.3 Without limiting its other rights or remedies, the Supplier may suspend supply of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2.4 to clause 9.2.6, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.4 On termination of the Contract for any reason, without limiting the Supplier's other rights or remedies:

9.4.1 the Customer shall immediately pay to the Supplier all of the Supplier's unpaid invoices and interest and, in respect of Goods supplied or costs incurred prior to such termination but for which no invoice has been submitted, the Supplier shall submit an invoice, which the Customer shall pay immediately on receipt;

9.4.2 the Supplier may enter, without prior notice, any of the Customer's premises (or premises of third parties with their consent) where Goods owned by the Supplier may be and repossess and dispose of or sell any such Goods found on account of any sums due to the Supplier under this Contract or any other contract between the Supplier and the Customer;

9.4.3 the Customer shall not re-sell or part with the possession of any of the Goods owned by the Supplier;

9.4.4 the Supplier may withhold or suspend any current and future provision of the Goods;

9.4.5 the Supplier may cancel, terminate and/or suspend without liability to the Customer any contract between the Supplier and the Customer;

- 9.4.6 the Supplier may suspend or cancel the Customer's credit facilities; and/or
- 9.4.7 all monies owed by the Customer to the Supplier shall forthwith become due and payable.
- 9.5 Termination of the Contract, however arising, 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 the Contract which existed at or before the date of termination.
- 9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

10 Intellectual Property

- 10.1 All Intellectual Property Rights in the Goods, their packaging and the design solution shall be owned by the Supplier or its licensor absolutely. Nothing in the Contract shall transfer any Intellectual Property Rights in the Goods or their packaging and/or arising from the performance of the Contract to the Customer. The Supplier may utilise for the benefit of its other customers any skill and/or know-how that the Supplier may develop or acquire in the performance of the Contract.
- 10.2 All Intellectual Property Rights in any information and/or material supplied by the Customer to the Supplier shall be owned by the Customer or its licensor absolutely and the Customer shall be responsible for ensuring that the Supplier is duly licensed to use such Intellectual Property Rights to provide the Goods.

11 Confidentiality

- 11.1 Each party undertakes that it shall not, at any time during the term of the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- 11.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- 11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12 Dispute resolution

- 12.1 If any dispute arises under or in relation to the Contract (except disputes relating to payment), the parties shall first meet to seek to resolve the dispute. If they are unable to resolve it within 14 days of the dispute arising, they shall refer the dispute to a mediator either agreed between the parties or appointed by the Centre for Effective Dispute Resolution, provided that this clause 12.1 shall not preclude either party from seeking any immediate remedy from the courts to protect any rights reasonably considered to have been infringed.

13 **Force majeure**

13.1 The Supplier shall not be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 14 days or more, the Supplier may terminate the Contract by giving not less than 14 days' written notice to the Customer.

14 **Entire agreement**

14.1 The Contract constitutes the entire agreement between the parties.

14.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15 **Assignment and other dealings**

15.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

15.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

16 **Variation**

16.1 Unless otherwise set out in these terms and conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17 **Third party rights**

17.1 Subject to clause 17.2, unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.2 Other companies in the Supplier's group of companies shall have the right to enforce this Contract as if they were the Supplier.

18 **Notices**

18.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

18.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

18.1.2 sent by email to the email addresses provided by the party to be served.

18.2 Any notice shall be deemed to have been received:

18.2.1 if delivered by hand, at the time the notice is left at the proper address;

18.2.2 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; or

18.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

18.3 This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19 Waiver

19.1 Except as set out in clause 2.4, waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

20 Rights and remedies

20.1 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

21 Severance

21.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

21.2 If any provision or part-provision of the Contract is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22 Governing law and jurisdiction

22.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.