

TERMS AND CONDITIONS (these "Terms and Conditions")

1. Definitions

In this Agreement:

- 1.1 the following terms shall have the following meanings unless the context otherwise requires:

"Agreement": the contract between us and you for the supply of Products in accordance with these Terms and Conditions;

"Breach of Duty": the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

"Business Day": any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business;

"Compliance Obligations": such regulatory and legal requirements as agreed between the Parties in writing from time to time as applying to the Products;

"Confidential Information": any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it;

"Customer", "you" or "your": the recipient of Products under this Agreement, as stipulated in the Order;

"Delivery Address": the location to which we are to deliver the Products, as agreed in writing between the Parties from time to time;

"Estimated Lead Time": the estimated period within which the Products will be delivered to the Delivery Address, as agreed in writing between the Parties from time to time;

"Event of Force Majeure": has the meaning given to it in Clause 11.1;

"Fees": the fees payable by you to us for the supply by us of the Products, as stipulated in the Order;

"Haulier": the person or company employed by us in the transport of the Products (if applicable);

"Liability": liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and, for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract);

"Order": the written document you provide to us containing specific information relating to the particular products purchased or to be arranged to be purchased by you from us;

"Party": us or you, and "Parties" means both of us and you;

"Products": any products supplied or to be supplied by us to you pursuant to this Agreement, as more particularly identified in the Order;

"Quantity": the quantity of the Products you order from us, as stipulated in the Order; and

"Specification": the specification of the Products, as stipulated in, or attached to, the Order.

- 1.2 references to "**Clauses**" are to clauses of these Terms and Conditions;

- 1.3 the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

- 1.4 a "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- 1.5 a reference to a Party includes its personal representatives, successors or permitted assigns;

- 1.6 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated);

- 1.7 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

- 1.8 any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative, shall not limit the sense of the words preceding or following those terms, and shall be deemed to be followed by the words "without limitation" unless the context requires otherwise; and

- 1.9 a reference to "writing" or "written" includes in electronic form and similar means of communication (except under Clause 12).

2. Agreement

- 2.1 The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time. These Terms and Conditions apply to all Products.

- 2.2 Save as expressly provided in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated in this Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

- 2.3 This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.

- 2.4 Any Order must be in the form we require from time to time. The Order constitutes an offer by you to purchase the Products in accordance with these Terms and Conditions. The Order shall only be deemed to be accepted by us when we issue written acceptance of the Order, at which point and on which date this Agreement shall come into existence, but the requirements for us to perform any of our obligations under this Agreement shall be conditional upon our receipt from you of any advance payment of Fees as required under this Agreement.

- 2.5 If you provide to us a purchase order for your receipt of Products other than as set out in Clause 2.4, that purchase order (and any terms and conditions attached or referred to in it) shall be purely for your administrative purposes and shall not form part of this Agreement.

- 2.6 In the event of a conflict between these Terms and Conditions and the Order, then these Terms and Conditions shall prevail over the Order.

3. Warranty

- 3.1 We warrant that on delivery the Products shall:
- 3.1.1 materially conform to the Specification; and
 - 3.1.2 be free from material defects in design, material and workmanship.
- 3.2 You must inspect the Products immediately upon delivery and shall within three days of such delivery (time being of the essence) give notice in writing to us if:

- 3.2.1 some or all of the Products do not comply with the warranty set out in Clause 3.1; and/or
- 3.2.2 there is any shortfall of Products in the relevant consignment compared to the Quantity in the Order.
- 3.3 Subject to Clause 3.4, if:
- 3.3.1 you give notice in writing within three Business Days of the time of discovery that some or all of the Products do not comply with the warranty set out in Clause 3.1;
- 3.3.2 you give to us a reasonable opportunity to examine such Products; and
- 3.3.3 you (if we ask you to do so by) return such Products to us at our cost;
- we shall, at our option, repair or replace the defective Products, or refund the cost price of the defective Products in full. In the event that Clause 3.2.2 applies, we shall refund to you the Fees paid by you to us (or issue to you a credit note in respect of any such Fees yet to be paid) in respect of any shortfall of the Products, compared to the Quantity, on a pro rata basis as soon as is reasonably practicable; in the event you require the delivery to you of the shortfall, you must submit to us a new order in respect of such additional products, subject to a separate contract.
- 3.4 Subject to Clause 9.2, we shall not have any Liability for providing Products to the extent caused by our compliance with and reliance on your instructions or requirements in respect of the Products. 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 arising out of or in connection with our compliance with your instructions or requirements. This Clause 3.4 shall survive termination of this Agreement for any reason.
- 3.5 We shall not be responsible for the Products' failure to comply with the warranty in Clause 3.1 if:
- 3.5.1 you make any further use of such Products after giving a notice in accordance with Clause 3.2;
- 3.5.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice;
- 3.5.3 you alter or repair such Products without our written consent;
- 3.5.4 the defect arises as a result of fair wear and tear, wilful damage, or negligence;
- 3.5.5 you have not paid for the Products in full; or
- 3.5.6 the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 3.6 Except as provided in this Clause 3, and subject to Clause 9.2, we shall have no Liability in respect of the Products' failure to comply with the warranty set out in Clause 3.1.
- 3.7 The warranty set out in this Clause 3 is restricted to you, and no warranty is made to any other person, whether subsequent buyer or user or customer, or to any bailee, licensee, assignee, employee, agent or otherwise.
- 3.8 If you make an invalid claim under the warranty set out in this Clause 3, we may charge you for our fees and costs of dealing with that claim, including examining (and travelling in order to examine), storing, or replacing the Products.
- 4. Delivery of the Products**
- 4.1 We shall ensure that each delivery of the Products is accompanied by a delivery note which shows the relevant Order reference number.
- 4.2 Unless we and you agree otherwise in writing, the Products shall be delivered at the Delivery Address within the Estimated Lead Time. The Products shall be delivered in standard packaging, unless otherwise stated in the Order.
- 4.3 If we are delivering to your premises:

- 4.3.1 it is your responsibility to ensure that our delivery vehicle is able to access the Delivery Address to deliver the Products, including assuring that the access routes are of a sufficient size for the delivery vehicle and that there is space for the delivery vehicle to stop at the kerb-side outside the Delivery Address or otherwise within the Delivery Address. If you have any concerns in this respect, you should contact us as soon as possible;
- 4.3.2 we cannot leave Products at the Delivery Address if you, or someone you have authorised to accept delivery, are not present to accept delivery. Anyone at the Delivery Address will be deemed to be authorised to accept delivery; and
- 4.3.3 if you are not available to take delivery of the Products, the Haulier may leave instructions to arrange redelivery. We may also pass on to you any costs incurred by us as a consequence of no-one being available to take delivery.
- 4.4 The Estimated Lead Time is approximate only, and the time of delivery is not of the essence. Subject to Clause 9.2, we shall not have any Liability for any delay in delivery of the Products.
- 4.5 If delivery of the Products is delayed by your unreasonable refusal to accept delivery, if you are not at the Delivery Address (whether you are collecting from our premises or we are delivering to your premises) on the delivery date that we agree with you, if you refuse to sign for the delivery of the Products on delivery or if you do not (within one week of our first attempt to deliver the Products to you) accept delivery, then we may (without prejudice to any other right or remedy available to us) charge you for our reasonable storage fee and other costs reasonably incurred by us, including any redelivery costs.
- 4.6 Risk in the Products shall pass to you on:
- 4.6.1 the unloading of the Products from the delivery vehicle at the Delivery Address if we are delivering to your premises; or
- 4.6.2 the loading of the Products to the delivery vehicle at the Delivery Address if you are collecting from our premises.
- 5. Title**
- 5.1 Notwithstanding delivery, title to and ownership of the Products shall not pass to you until we have received in full (in cash or in cleared funds) all sums due to us in respect of:
- 5.1.1 the Products; and
- 5.1.2 all other sums which are or which become due to us from you on any account;
- ("Payment").
- 5.2 Until Payment, you shall:
- 5.2.1 hold the Products on a fiduciary basis as our bailee;
- 5.2.2 hold the Products in good, saleable conditions and keep them insured against all risks for their full price from the date of delivery;
- 5.2.3 keep an up-to-date list of the location of our property and present this to us on request;
- 5.2.4 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
- 5.2.5 store the Products separately from other goods or in any way so that they remain readily identifiable as our property.
- 5.3 If the Products are attached to or incorporated into any other materials or goods, the property in the new material or good shall vest in us until Payment in the proportion of the value of the Products to the other constituent elements.
- 5.4 We may at any time until title passes under this Clause 5 without notice recover possession of the Products which are our property. You hereby grant, or procure the grant, to us and our employees, agents and subcontractors, an irrevocable licence to enter for that purpose any premises then occupied by or in the ownership or possession of you or your direct or indirect customer. You shall indemnify us against all claims, losses, damages, liabilities, costs and expenses so arising.
- 5.5 We shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from us.

5.6 On termination of this Agreement for any reason, our rights contained in this Clause 5 shall remain in full force and effect.

6. Your obligations

6.1 You shall:

- 6.1.1 ensure that the terms of the Order, and the Specification, and any instructions you provide to us for the Products, are complete and accurate;
- 6.1.2 sign a confirmatory note upon any of the Products having been delivered, if we reasonably require you to do so;
- 6.1.3 ensure that your employees, agents and subcontractors fully co-operate with, and make themselves available at all reasonable times for discussion and meetings with, us and our employees, agents and subcontractors and to enable us to promptly perform our obligations under this Agreement;
- 6.1.4 promptly provide to us such data, information and assistance that will enable us to carry out fully, accurately and promptly our obligations under this Agreement to the best of our ability;
- 6.1.5 promptly comply with all of our reasonable requests in connection with this Agreement;
- 6.1.6 have all rights, permissions and consents to enter into, and perform your obligations under, this Agreement; and
- 6.1.7 comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of your rights and performance of your obligations under this Agreement, and inform us of any particular Compliance Obligations.

6.2 It is your responsibility to ensure that the Products are sufficient and suitable for your purposes and meet your individual requirements.

6.3 We may terminate the Agreement with immediate effect by giving you written notice if you commit a breach of Clause 6.1.7.

7. Fees

7.1 In consideration for obtaining the relevant Products we provide pursuant to this Agreement, you shall pay to us the relevant Fees.

7.2 You shall pay the Fees to us at such times and in such instalments as we may direct from time to time. Time of payment shall be of the essence. Unless set out otherwise in this Agreement, we may issue invoices to you for the Fees at such intervals as we may, in our absolute discretion, consider appropriate.

7.3 All sums due under this Agreement are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.

7.4 Where the Delivery Address is outside of the European Union, and you are neither a taxable person nor resident/established in the United Kingdom, our supply of the Products to you may be zero-rated for VAT purposes. We reserve the right to invoice you for, and in such circumstances you must pay to us, all VAT in accordance with Clause 7.3, but we may refund the amount of such VAT to you after you have paid it to us if you provide to us valid evidence of the zero-rated status of such Products in accordance with VAT Notice 703, paragraph 6, as issued by HM Revenue & Customs.

7.5 You shall pay us by any payment method that we may stipulate from time to time. No payment shall be considered paid until we have received it in cleared funds in full.

7.6 Payment shall be in the currency in force in England from time to time or such other currency as we may stipulate from time to time for the Fees.

7.7 We reserve the right to increase the Fees in respect of any Products not included in the Order which we may agree, in our absolute discretion, to provide to you in addition to those Products set out in the Order.

7.8 We reserve the right to increase the Fees in respect of any Products, by giving notice to you at any time before delivery, to reflect any increase in the cost to us of manufacturing, supplying and/or delivery of the Products.

7.9 If you are late in paying any part of any monies due to us under this Agreement and such payment remains outstanding for seven days following us providing notice to you of such outstanding payment, we may (without prejudice to any other right or remedy available to us whether under this Agreement or by any statute, regulation or bye-law) do any or all of the following:

7.9.1 charge interest and other costs on the overdue amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;

7.9.2 recover our costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment;

7.9.3 sell or otherwise dispose of any Products which are the subject of the relevant Order and apply the proceeds of sale to the overdue payment; and

7.9.4 suspend performance of this Agreement until payment in full has been made.

8. Confidentiality

8.1 Each Party shall keep the other Party's Confidential Information confidential and shall not:

8.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or

8.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 8.

8.2 Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.

8.3 A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:

8.3.1 it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and

8.3.2 it does so subject to obligations equivalent to those set out in this Clause 8.

8.4 A Party may disclose the Confidential Information of the other Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 8.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

8.5 The obligations of confidentiality in this Clause 8 shall not extend to any matter which either Party can show:

8.5.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or

8.5.2 was independently developed by it; or

8.5.3 was independently disclosed to it by a third party entitled to disclose the same; or

8.5.4 was in its written records prior to receipt.

8.6 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.

8.7 We may identify you as our client and the type of Products provided by us to you, provided that, in doing so, we shall not reveal any of your Confidential Information (without your prior written consent).

8.8 On termination of this Agreement, each Party shall:

- 8.8.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - 8.8.2 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
 - 8.8.3 certify in writing to the other Party that it has complied with the requirements of this Clause 8.8, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, or for business records and good business practice.
- 8.9 The provisions of this Clause 8 shall continue to apply after termination of this Agreement.

9. Limitation of Liability

- 9.1 This Clause 9 prevails over all of this Agreement and sets forth our entire Liability, and your sole and exclusive remedies, in respect of:
- 9.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or any goods, services or deliverables in connection with this Agreement; or
 - 9.1.2 otherwise in relation to this Agreement or entering into this Agreement.
- 9.2 Neither Party excludes or limits its Liability for:
- 9.2.1 its fraud or fraudulent misrepresentation; or
 - 9.2.2 death or personal injury caused by its Breach of Duty; or
 - 9.2.3 any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979; or
 - 9.2.4 any other Liability which cannot be excluded or limited by applicable law.
- 9.3 Subject to Clause 9.2, we do not accept and hereby exclude any Liability for Breach of Duty other than any Liability arising pursuant to the terms of this Agreement.
- 9.4 Subject to Clause 9.2, we shall not have any Liability in respect of any:
- 9.4.1 indirect or consequential losses, damages, costs or expenses;
 - 9.4.2 loss of actual or anticipated profits;
 - 9.4.3 loss of contracts;
 - 9.4.4 loss of use of money;
 - 9.4.5 loss of anticipated savings;
 - 9.4.6 loss of revenue;
 - 9.4.7 loss of goodwill;
 - 9.4.8 loss of reputation;
 - 9.4.9 loss of business;
 - 9.4.10 ex gratia payments;
 - 9.4.11 loss of operation time;
 - 9.4.12 loss of opportunity;
 - 9.4.13 loss caused by the diminution in value of any asset; or
 - 9.4.14 loss of, damage to, or corruption of, data;
- whether or not such losses were reasonably foreseeable or we or our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 9.4.2 to 9.4.14 (inclusive) of this Clause 9.4 apply whether such losses are direct, indirect, consequential or otherwise.
- 9.5 Subject to Clause 9.2, our total aggregate Liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to £500,000.
- 9.6 The limitation of Liability under Clause 9.5 has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
- 9.7 You acknowledge and accept that we only provide the Products to you on the express condition that we will not be responsible for,

nor shall we have any Liability (subject to Clause 9.2) directly or indirectly for any act or omission of you, or your employees, agents or subcontractors, or any third party.

10. Termination

- 10.1 This Agreement shall commence on the date on which this Agreement is entered into and, unless terminated earlier in accordance with the termination provisions under this Agreement, shall continue in full force and effect until the latest of:
- 10.1.1 the completion of the supply of any Products, as specified in the Order, in accordance with this Agreement; or
 - 10.1.2 the conclusion of payment of all sums due to us under this Agreement.
- 10.2 Without prejudice to any of our rights or remedies whether under this Agreement or at law, we may terminate this Agreement immediately by notice in writing to you if:
- 10.2.1 you fail to pay any amount due under this Agreement on the due date for payment and such amount remains in default not less than seven days after being notified to make such payment;
 - 10.2.2 you are in material breach of any of your obligations under this Agreement, and, where such material breach is capable of remedy, you fail to remedy such breach within a period of 10 Business Days of being notified of such breach by us; and/or
 - 10.2.3 you give notice to any of your creditors that you have suspended or are about to suspend payment or if you shall be unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for your winding-up or an administration order is made or an administrator is appointed to manage your affairs, business and property or a receiver and/or manager or administrative receiver is appointed in respect of all or any of your assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or you take or suffer any similar or analogous action in consequence of debt in any jurisdiction.
- 10.3 Termination of this Agreement shall be without prejudice to any accrued rights or remedies of either Party.
- 10.4 Termination of this Agreement shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 10.5 On termination of this Agreement for any reason:
- 10.5.1 we shall cease to provide the Products under this Agreement; and
 - 10.5.2 you shall pay to us all amounts owing to us under this Agreement, whether invoiced or not.

11. Force Majeure

- 11.1 Subject to Clause 9.2, neither Party shall have any Liability for any breach, hindrance or delay in performance of its obligations under this Agreement which is caused by an Event of Force Majeure, regardless of whether the circumstances in question could have been foreseen. An "Event of Force Majeure" means any cause outside of the Party's reasonable control, including act of God, actions or omissions of third parties (including hackers, suppliers, couriers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions, loss at sea, earthquake, natural disaster, accident, collapse of building structures, failure of plant machinery or machinery or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption

or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation.

- 11.2 Each of the Parties agrees to inform the other upon becoming aware of an Event of Force Majeure, such information to contain details of the circumstances giving rise to the Event of Force Majeure.
- 11.3 The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay.
- 11.4 Each Party shall bear its own costs incurred by the Event of Force Majeure.
- 11.5 If the performance of any obligations is delayed under this Clause 11, each Party shall nevertheless accept performance as and when the other shall be able to perform.
- 11.6 If the breach, hindrance or delay caused by the Event of Force Majeure as set out in Clause 11.1 continues without a break for more than one month, either Party may terminate this Agreement immediately by notice to the other, in which event neither Party shall have any Liability (subject to Clause 9.2) to the other Party by reason of such termination.
- 11.7 If we have contracted to provide identical or similar products to more than one customer and we are prevented from fully meeting our obligations to you due to an Event of Force Majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

12. Notices

- 12.1 Any notice given to either Party under or in connection with this Agreement shall be in writing, addressed to the relevant 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, and shall be delivered personally, sent by pre-paid first class post, recorded delivery or commercial courier.
- 12.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 12.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 12.3 The provisions of this Clause 12 shall not apply to the service of any proceedings or other documents in any legal action.

13. Assignment

- 13.1 You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement

or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).

14. Severance

- 14.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 14.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. Waiver

A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16. Third party rights

A person who is not a Party shall not have any rights under or in connection with this Agreement.

17. Variation

This Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.

18. No partnership

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the Parties.

19. Governing law and jurisdiction

- 19.1 This Agreement 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 by and construed in accordance with the laws of England.
- 19.2 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, or its subject matter or formation.