

The Customer's attention is particularly drawn to the provisions of clause 13.

## INTERPRETATION

### Definitions.

In these Conditions, the following definitions apply:

- a) **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- b) **Commencement Date:** has the meaning set out in clause 2.2.
- c) **Conditions:** these terms and conditions as amended from time to time in accordance with clause 14.8.
- d) **Contract:** the contract between the Supplier and the Customer for the supply of Goods in accordance with these Conditions.
- e) **Customer:** the person or firm who purchases the Goods from the Supplier.
- f) **Delivery Location:** has the meaning set out in clause 4.2.
- g) **Force Majeure Event:** has the meaning given to it in clause 13.1.
- h) **Goods:** the goods (or any part of them) set out in the Order.
- i) **Goods Specification:** any specification for the Goods, including any relevant plans or drawings that is agreed in writing by the Customer and the Supplier.
- j) **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get -up, goodwill and the right to sue for passing off, rights in designs, software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

- k) **Order:** the Customer's order for the supply of Goods as set out in the accompanying Supply of Goods and Services Agreement.
- l) **Site:** the location at which the Supplier has agreed to deliver the Goods as specified in the Order.
- m) **Supplier** Wye Valley Manufacturing Limited (registered in England and Wales under company number 12572559) whose registered office is at Unit 1 Coldnose Road, Rotherwas Industrial Estate Hereford, HR2 6JL and will include its employees, servants, agents and/or duly authorized representatives.

### Construction.

In these Conditions, the following rules apply:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its successors or permitted assigns;
- c) 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;
- d) 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; and
- e) a reference to writing or written includes faxes and e-mails.

## BASIS OF CONTRACT

The Order constitutes an offer by the Customer to purchase Goods in accordance with these Conditions.

The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the

Contract shall come into existence (Commencement Date).

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force whatsoever.

These 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 trade, custom, practice or course of dealing.

Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

All of these Conditions shall apply to the supply of both Goods except where application to one or the other is specified.

## GOODS

The Goods are described in the Supplier's catalogue and/or on the Supplier's website from time to time as modified by any applicable Goods Specification.

To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier 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 the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the

Goods Specification. This clause 3.2 shall survive termination of the Contract.

The Supplier reserves the right to amend the Goods Specification at any time if required by any applicable statutory or regulatory requirements.

For any special, bespoke or non-standard Orders, the Customer shall pay for such Orders in full and in cleared funds to a bank account nominated in writing by the Supplier in advance of manufacture and delivery. The Customer acknowledges that such Orders are non-refundable and non-returnable.

## DELIVERY OF GOODS

The Supplier shall ensure that:

- a) each delivery of the Goods is accompanied by a delivery note which 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 Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- b) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.

Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. The Customer is responsible for unloading the Goods.

Any dates quoted for delivery of the Goods 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 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.

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 of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

If the Customer fails to accept or take delivery of the Goods within 10 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 10<sup>th</sup> Business Day following the day on which the Supplier notified the Customer that the goods were ready; and
- b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

If 15 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

The Customer will inspect all Goods it receives for non-conformity, damage or defect, promptly after it receives them and will give the Supplier written

notice within two working days from delivery of any non-conformity, damage or defect that the Customer finds or would reasonably be expected to find (acting reasonably). Failure to provide such notice to the Supplier within two working days from delivery shall be deemed as an irrevocable acceptance of Goods Subject to clause 5.3, if any non-conformity, damage or defect to the Goods are discovered, the Customer shall have a remedy as per clause 5.2.

The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 10 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## CANCELLATION

Cancellation will only be agreed to by the Supplier on condition that all costs and expenses including restocking charges incurred by the Supplier relating to cancellation, and all loss of profits and other loss or damage resulting to the Supplier by reason of such cancellation will be reimbursed by the Customer to the Company forthwith.

## QUALITY OF GOODS

The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

- a) conform in all material respects with their description and any applicable Goods Specification;
- b) be free from material defects in design, material and workmanship;

- c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and comply with applicable statutory or regulatory standards.
- d) be fit for any purpose held out by the Supplier. Except as provided in this clause 5, the Supplier shall have no liability whatsoever to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

Subject to clause 5.3, if:

- a) the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.

- b) the Supplier is given a reasonable opportunity of examining such Goods; and
- c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at (unless otherwise agreed) the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

## TITLE AND RISK

The risk in the Goods shall pass to the Customer on completion of delivery.

Title to the Goods shall not pass to the Customer until the earlier of:

- a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

Until title to the Goods has passed to the Customer, the Customer shall:

- a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(m); and
- e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- c) the defect arises as a result of the Customer failing to follow any drawing, design, Goods Specification or other specification (whether oral or written) provided by the Supplier;
- d) the defect arises as a result of the Supplier following any drawing, design or Goods Specification or other specification (whether oral or written) supplied by the Customer;
- e) the Customer alters or repairs such Goods without the written consent of the Supplier;
- f) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions; or
- g) the Goods differ from the Goods Specification as a result of changes made to ensure they

Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business

(but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

- a) it does so as principal and not as the Supplier's agent; and
- b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(m), then, without limiting any other right or remedy the Supplier may have:

- a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- b) the Supplier may at any time:
  - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
  - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## CUSTOMER'S OBLIGATIONS

The Customer shall:

- a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate
- b) co-operate with the Supplier in all matters relating to the Goods;
- c) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Goods, and ensure that such information complete and accurate in all material respects
- d) prepare as appropriate the Site or the Customer's premises for the supply of the Goods; and

The Customer agrees to fully cooperate with and to assist the Supplier in conducting all activities necessary for a required Goods recall, withdrawal, corrective actions, notifications to

all recipients, end users, governmental agencies and other instances, in accordance with applicable regulations and laws.

## CHARGES AND PAYMENT

The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.

The Supplier reserves the right to:

- (a) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
  - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
  - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

In respect of Goods (excluding any special, bespoke or non-standard Orders), the Supplier shall invoice the Customer on or at any time after completion of delivery.

The Customer shall pay each invoice submitted by the Supplier:

- a) within 30 days of the date of the invoice; and
- b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT

purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.

If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% 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 Customer shall pay the interest together with the overdue amount.

The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

### INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Goods shall be owned by the Supplier.

The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written license from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

### CONFIDENTIALITY

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to

the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

### LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- e) defective products under the Consumer Protection Act 1987.

Subject to clause 11.1:

- a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss

arising under or in connection with the Contract;  
and

- b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total value of the Contract.

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

The Goods are intended for sale to and installation by qualified professionals. The Supplier cannot provide any assurance that any person or entity buying such Goods including any "authorized dealers" or "authorized resellers" or otherwise, are properly trained or experienced to correctly install fire and security related goods and/or services.

This clause 11 shall survive termination of the Contract.

## TERMINATION

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

- a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in

either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- h) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(b) to clause 12.1(i) (inclusive);
- k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

- n) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

Without limiting its other rights or remedies, the Supplier may suspend all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

The Customer may terminate this Contract at any time, subject to a cancellation charge of 20% of the Contract Value ("**Cancellation Charge**"). The Cancellation Charge shall be payable to the Supplier within 7 days of the Customer exercising such right to cancel.

On termination of the Contract for any reason:

- a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and;
- b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## FORCE MAJEURE

For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, chemical attack or warfare (including, but not limited to, biological, industrial or commercial chemicals, whether toxic or non-toxic), compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or subcontractors or a contagious, communicable or other similar disease or an epidemic or pandemic including, but not limited to, severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) which causes COVID-19, and in each case, any effects arising from or in connection with the same including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affects the Supplier's performance of its obligations under this Contract.

The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event, provided it has notified the Customer of the Force Majeure Event on or around the date on which it started and the likely effect of the Force Majeure Event on the Supplier's ability to perform any of its obligations under these Conditions.

If a Force Majeure Event is prevailing or predicted at the date of the Contract, the Supplier will be entitled to relief under clause 13.2 if at the date of this Contract, the Supplier had good reason to believe that it would be able to perform its obligations notwithstanding the Force Majeure Event.



This clause 13 does not excuse the Customer from paying sums due under this agreement.

If the Force Majeure Event prevents the Supplier from providing any of the Goods for more than 16 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## GENERAL

### Assignment and other dealings.

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

### Data Protection.

- a) Both parties will comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- b) The Supplier will process the Customer's personal data in accordance with its Privacy Policy, a copy which is available at:
- c) <https://wyevalleymanufacturing.com/>

### Notices.

- a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first - class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.3(a); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### Severance.

- a) 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.
- b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent

breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

14.8 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

14.9 **Governing law.** 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 law of England and Wales.

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