

ASG GROUP LIMITED

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 DEFINITIONS

In these Conditions the following definitions shall apply:

“Conditions” means these conditions of sale of the Supplier;

“Contract” the contract between the Supplier and the Customer for the sale and purchase of the Goods and where applicable, the Services, in accordance with these Conditions;

“Contract Documentation” means all documents which form part of or constitute or evidence the Contract including these Conditions and any quotations, offer, acknowledgements of order, acceptances and specifications of the Supplier or the Customer and any document referred to in them;

“Customer” the person or firm who purchases Goods and where applicable, the Services from the Supplier;

“Data Protection Laws” all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

“Goods” means the goods, articles and materials which are to be supplied by the Supplier under any Contract between the Supplier and the Customer;

“Intellectual Property Rights” patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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, 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;

“Order” means any order from the Customer to purchase any Goods and, where applicable,

Services, from the Supplier which incorporates these Conditions and in the case of the Contract any order from the Customer which forms part of the Contract Documentation;

“Price” means the price for the Goods and, where applicable, the Services as notified to the Customer by the Supplier;

“Services” shall include any labour, design or other services whatsoever to be provided by the Supplier under the Contract;

“Supplier” ASG Group Limited of 997 London Road, Derby, DE24 8PX, Registered Number: 957576;

1.2 **“References”** In these conditions, unless otherwise stated: a reference to a “person” includes a reference to a Supplier or other body corporate, association, partnership or individual; a reference to a “third party” is to a person who is not a party to this Contract; the singular shall include the plural and vice versa; a reference to a gender is to every gender; a reference to a “Clause” is a reference to a clause of this Contract; a reference to a statute, statutory instrument, regulation, order or licence is a reference to that statute, statutory instrument, regulation, order or licence as substituted, varied or re-enacted from time to time; a reference to any document or agreement is to that document or agreement as substituted, varied or amended from time to time; a reference to “materials” includes a reference to parts, components, materials, patterns, drawings, designs, specifications, dies, samples, prototypes, moulds, tooling, jigs, plant, equipment, data, information, ideas, plans, reports, software, databases, inventions, concepts, methods, procedures, and documents; “use” includes to copy, edit, use, translate, install, run, adapt, maintain, repair, modify, merge, reproduce and make; and references to “include” and “including” shall be construed without limitation.

1.3 **“Headings”** The headings in these Conditions are for convenience only and shall not affect the construction or interpretation of these Conditions.

2. TERMS OF THE CONTRACT

2.1 **Incorporation of these Conditions:** These Conditions shall be incorporated into all quotations, offers, acceptances, agreements and contracts for sale of any Goods, Services or works by the Supplier to the Customer. All terms and conditions of the Customer shall be excluded including any terms and conditions in any orders, offers or acceptances of the Customer.

2.2 **Conflict:** These Conditions shall apply and shall prevail over any other term of the Contract unless otherwise agreed by the Supplier. The Supplier shall only be considered to have agreed otherwise where the Supplier shall have expressly agreed in a

written document issued for and on behalf of the Supplier by an authorised person.

2.3 Price List: Any price list issued by the Supplier is an invitation to the Customer to make an offer only and no contract shall come into effect until the Supplier accepts an Order from the Customer.

2.4 Order Process: The Order constitutes an offer by the Customer to purchase the Goods and Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.5 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.6 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's website, catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and Services referred to in them. They shall not form part of the Contract nor have any contractual force.

3. SALE AND PURCHASE AND CUSTOMER OBLIGATIONS

3.1 Sale and Purchase: The Supplier agrees to sell and deliver and the Customer agrees to purchase and accept delivery of the Goods and Services on and subject to these Conditions. Where the Goods and Services are to be delivered in instalments, then each instalment shall constitute a separate contract.

3.2 Accreditations and Standards: The Supplier confirms that the Goods shall be manufactured such that they comply with the standards required by applicable law, including without limitation, the UN R126 standard required by the United Nations. Notwithstanding this, the Customer is fully and solely responsible for ensuring any Goods they purchase from the Supplier are suitable for use in the country in which the Customer intends on putting them in to use.

3.3 Customer Obligations: The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) prepare the Customer's premises for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

(g) comply with all applicable laws, including health and safety laws.

4. PRICE

Unless otherwise provided in the Contract:

4.1 Inclusions: The price of Goods and Services includes the cost of cases or other packing materials and the cost of delivery, and insurance of the Goods in transit which shall remain the property of the Supplier;

4.2 VAT: The price of the Goods and Services is inclusive of Value Added Tax.

4.3 Estimated Price: Where the Price has been quoted in the Supplier's quotation or estimate based on stated production runs and specific delivery periods, the Supplier reserves the right to vary the Price for the Goods and Services should the Customer order different quantities from those stated and/or require delivery over a different period.

4.4 Variation of Price: The Supplier reserves the right to vary the Price of Goods without notice by any amount attributable to a change in or insufficiency of the Customer's instructions, change of law or to any variation in the cost of materials, labour, transport, duties, taxes, exchange rates or any costs of whatsoever nature between the date of the Contract and the date of delivery or completion of payment.

5. DELIVERY AND RISK

5.1 Delivery: Save as provided in Condition 5.2, delivery of the Goods and Services shall be made to the Customer at the place specified in the Contract or as subsequently agreed between the parties and the risk in respect of all Goods shall pass to the Customer at the time of delivery.

5.2 Instalments: The Supplier shall be entitled to make delivery of the Goods and Services by instalments and to invoice the Customer for each instalment despatched.

5.3 Delivery Time: The Supplier will use its reasonable endeavours to deliver the Goods by the delivery date stated in the Contract Documentation or if no

date is stated, within a reasonable time. Delivery dates are estimates only and time for delivery of the Goods and Services is not of the essence, and any failure by the Supplier to meet the delivery date shall not entitle the Customer to repudiate the Contract.

- 5.4 **Periodic Delivery:** Where Goods and Services are to be supplied or delivered by the Supplier in accordance with periodic delivery schedules or similar notification of the delivery requirements of the Customer, the Customer shall not be entitled to cancel or vary any such delivery schedule or requirement which is expressed by the Customer to be a firm requirement without the prior written consent of the Supplier and the Supplier shall be entitled to reimbursement of any additional costs and expenses incurred or suffered as a result of such cancellation or variation.
- 5.5 **Postponement of Delivery:** Where postponement of delivery or completion is agreed by the Supplier, the Customer shall, if required by the Supplier, pay all costs and expenses (including a reasonable charge for storage and insurance of the Goods and interest on the Contract Price) incurred as a result of such postponement but the Goods shall be held at the Customer's risk as from the time of postponement.
- 5.6 **Right to withhold Delivery:** The Supplier shall be entitled to withhold delivery of any Goods where any amounts payable by the Customer to the Supplier are overdue on any account whatsoever, or where the Supplier has reasonable grounds for believing the Customer will not be able to pay any amounts due to the Supplier, unless and until such amounts are paid.

6. TITLE TO GOODS

- 6.1 **When Title Passes:** All Goods shall remain the property of the Supplier and title to the Goods shall remain with the Supplier until the Customer has paid the Price in full to the Supplier.
- 6.2 **Insurance of Goods:** The Customer shall at its risk and expense insure all Goods supplied by the Supplier from the date of delivery for their full replacement value against all the usual risks and keep all Goods safe and in good condition stored separately and clearly identifiable as the Supplier's property with all identifying marks intact and legible.
- 6.3 **Storage of Goods:** The Customer shall store or otherwise denote consignments of the Goods in respect of which legal title remains with the Supplier in such a way that the same can be recognised as the property of the Supplier and where the same type of goods have previously been supplied by the Supplier and in which legal title has passed to the Customer the Customer shall ensure that such goods are lent, sold, hired or otherwise utilised in priority to the Goods supplied, sold or hired under this Contract.
- 6.4 **Power of Sale:** The Customer may use or sell the Goods or any of them in the ordinary course of its

business on the basis that any proceeds of sale shall be held in trust by the Customer for the Supplier absolutely until the Customer has paid to the Supplier the Price in full. The Customer's rights under this Condition shall be conditional upon the Customer including a retention of title condition substantially in the form of that contained at Condition 6.1 above in all contracts entered into by the Customer for the sale of the Goods or any of them.

- 6.5 **Recovery of Goods:** The Customer's rights under Condition 6.4 shall terminate immediately on notice from the Supplier or automatically on the presentation of a petition for the winding-up of the Customer or for the appointment of an Administrator of its undertaking or if the Customer has an Administrator, Receiver or Administrative Receiver appointed over any of its assets or undertaking or it goes into voluntary liquidation (other than for the purposes of a bona fide reconstruction or amalgamation of a solvent supplier) or if the Customer ceases to carry on business.
- 6.6 **Inspection of Goods:** The Supplier may at any time enter the Customer's premises for the purpose of inspecting the Goods and identifying them as the Supplier's property and the Customer irrevocably authorises the Supplier to enter upon its premises for that purpose.
- 6.7 **Termination of Power of Sale:** Upon the termination of the Customer's powers of use and sale under Condition 6.4 above the Supplier shall be entitled at its option:
- (a) to cancel all or any part of any orders for Goods and Services placed with it by the Customer and not yet delivered (whether or not accepted or whether or not under the Contract or any other contract); and/or
 - (b) to deal direct with any customers of the Customer in which case any proceeds of any sale to such customers shall belong to the Supplier absolutely.

7. PERFORMANCE

- 7.1 **Standards:** The Supplier will supply the Goods and any ancillary Services in accordance with the specifications set out in the Order and with that degree of skill and care and attention reasonably and ordinarily exercised by experienced and competent persons engaged in similar circumstances and conditions.
- 7.2 **Force Majeure:** If the Supplier is prevented or hindered from performing the Contract or any part of the Contract by circumstances beyond its reasonable control including (without limitation) strikes, lockouts or other industrial action, inability to obtain materials or labour, power or machinery breakdown or failure, fire, flood, epidemic, pandemic, Covid-19, civil commotion or any course of whatever kind and whenever occurring (each a

Force Majeure Event), further performance of the Contract shall be suspended for so long as the Supplier is so prevented or hindered. The Supplier shall not have liability to the Customer for direct, indirect or consequential loss or damage suffered by the Customer as a result of the Supplier's inability to perform its obligations under the Contract by reason of a Force Majeure Event. In the event that the Force Majeure Event continues for a period of no less than 8 weeks, the Supplier shall have the right (but not the obligation) to terminate the Contract, in whole or in part, without any liability to the Customer, upon serving written notice to the Customer.

7.3 **Cancellation:** The Contract is not cancellable by the Customer without the express written consent of a director or other authorised person on behalf of the Supplier and where such consent is provided, the Customer shall pay on demand, all costs and expenses incurred by the Supplier in fulfilling the Contract or any part of it, up until the date upon which notice to cancel is received by the Supplier.

7.4 **Default of Customer:** If performance of the Contract is suspended at the request of or delayed through default of the Customer including (without limitation) lack of, incomplete or incorrect instructions or refusal to collect or accept delivery of the Goods or Services for a period of 14 days, the Supplier shall be entitled to payment at the Contract rate for Services already performed, Goods supplied or ordered and any other additional costs thereby incurred including storage, insurance and interest PROVIDED THAT if the Customer fails to collect or accept delivery of the Goods or any part thereof within 28 days of written notification from the Supplier that the Goods are ready for collection or delivery, the Supplier shall be entitled (without prejudice to its other remedies under the Contract for such breach) to sell or, at its option, destroy the Goods and to apply the proceeds of sale thereof if sold, and the scrap value if destroyed, towards payment of all sums due to the Supplier under the Contract.

8. INSPECTION AND ACCEPTANCE

8.1 **Acceptance by Customer:** The Customer shall inspect the Goods immediately upon receipt. The Supplier shall not be liable for loss of, damage to or shortages of the Goods discoverable on reasonable inspection of the Goods, or for total loss of the Goods in transit, unless the Customer notifies the Supplier by the earlier of the end of the period of 3 days commencing on the date the Goods are delivered to the Customer. If the Customer does not give any such notice then the Goods shall be considered to have been received in full and accepted by the Customer.

8.2 **Rejection of Customer:** The Customer shall not be entitled to reject Goods delivered or claim damages in respect of any deviations in quantity of Goods delivered of 5% or less of value from that set out in the Contract and the Customer shall be obliged to

accept and pay for at the Contract rate the Goods delivered.

9. PAYMENT

9.1 **Method of Payment:** Unless the Contract otherwise provides, the Contract Price for the Goods and/or Services shall be payable in cleared funds not later than 30 days following the end of month from the date of the invoice preferably by electronic transfer.

9.2 **Telephone Orders:** Where Goods and/or Services are to be delivered following a telephone order from the Customer, the Customer shall forthwith make known its credit card details to the Supplier for the Supplier to authenticate. Upon receipt of confirmation that the Customer's credit card details have been authenticated, the Supplier shall deliver the Goods and/or Services in accordance with the provisions of these Conditions.

9.3 **Instalment:** Where Goods and/or Services are delivered or performed by instalments, the Customer shall be obliged to pay for each instalment upon the terms set out in Condition 9.1.

9.4 **Time for Payment:** The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Supplier upon the expiration of 14 days notice in writing to suspend further performance of the Contract pending payment and in addition the Supplier shall be entitled, without liability, wholly or partially to cancel the Contract or any other contract between the Supplier and the Customer without prejudice to any other remedy available to the Supplier. The Customer shall be liable for all cancellation, delivery and ancillary costs incurred by the Supplier arising in respect of the default of the Customer to pay the Contract Price within the specified period.

9.5 **Set Off:** Unless otherwise expressly agreed in writing the Customer shall not be entitled to set-off against any monies due to the Supplier under the Contract, any amount claimed by or due to the Customer from the Supplier whether pursuant to the Contract or on any other account whatsoever.

9.6 **Supplier's Right of Set Off:** The Supplier may at any time in its absolute discretion set off any payment made by the Customer in respect of the Goods to any outstanding debt of the Customer.

10. INTEREST FOR LATE PAYMENT

10.1 **Interest Charge:** Without prejudice to any other remedy which may be available to the Supplier under or at law, interest will be charged on all sums due under this contract or by way of damages for breach of the contract at the rate of 4% per annum above the base rate of the Bank of England from time to time in force and shall be calculated and accrue on a day to day basis from and including the date on which payment fell due until but excluding the date of payment (whether made before or after

judgement has been obtained by the supplier against the customer),

10.2 **Accelerated Payment:** If at any time the payment of any invoice fall overdue, whether such invoice is issued by the Supplier under this Contract or any other contract, all invoices issued by the Supplier under this Contract or any other contract shall immediately become due and payable.

10.3 **Indemnity Against Costs:** The Customer shall indemnify and hold the Supplier harmless against all charges, costs, expenses and liabilities incurred by the Supplier or the Supplier's agents in the collection of any monies due from the Customer whether under this Contract or any other contract.

10.4 **All Monies:** Until such time as the Supplier has received payment in full of all sums owing to the Supplier (whether under this Contract or any other contract) property and title in the Goods will remain with the Supplier.

11. WARRANTY

11.1 **Suitability of Goods:** the Goods are manufactured and supplied for the purpose expressly specified by the Supplier in writing. Any warranty provided by the Supplier under the Contract is provided on the basis that the Goods are used for the purpose in which they are manufactured for. In the event that the Customer uses the Goods or any part of them, for any purpose other than that in which the Goods are intended to be used (as expressly held out by the Supplier), then the Customer does so at its own risk and will not, for the avoidance of doubt, benefit from the warranty provided in Condition 11.2.

11.2 **Defective Goods:** Where any Goods or any part of the Goods are shown to the reasonable satisfaction of the Supplier, to be defective by reason of faulty materials or workmanship or design, within a period of 12 months from the date of their original despatch or supply (fair wear and tear excepted), the Supplier shall at its sole option:

- (a) deliver replacement Goods and/or supply further Services to the Customer free of charge; and/or
- (b) refund to the Customer the Contract Price of such Goods and/or Services; and/or
- (c) require the Customer to retain the Goods and grant to the Customer a reasonable allowance in respect of such defects.

11.3 The rights and obligations in Condition 11.2 shall only arise provided that:

- (a) the Customer notifies the Supplier in writing within 7 days of becoming aware of any such defect; and

(b) (if so required by the Supplier) all defective Goods are first returned to the Supplier's premises, carriage paid by the Customer; and

(c) the Goods have been properly and correctly stored and/or used, no modifications, alterations or repairs have been made to the Goods by the Customer without the approval of the Supplier; and

(d) the liability of the Supplier under this Condition 11 shall be accepted by the Customer in substitution for and to the exclusion of any other claims for direct loss, which the Customer has or may have.

11.4 **Supplier Liability:** Without prejudice to Condition 11.3 the Supplier will not be liable for any defect to the extent:

(a) it arose as a result of any act, omission, negligence or recklessness of the Customer or its sub-contractors and/or agents;

(b) it arose as a result of defective workmanship or any defective Goods installed by any other person other than the Supplier;

(c) the Customer makes any further use of the Goods after giving notice in accordance with Condition 11.3;

(d) 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 regarding the same;

(e) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

(f) the Customer alters or repairs the Goods or Services without the written consent of the Supplier;

(g) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(h) the defect arises due to the Goods being used for a purpose other than that which the Supplier expressly states the Goods may be used for within the Contract Documentation.

12. LIABILITY

12.1 **Customer's Remedies:** The Supplier's sole liability and the Customer's sole remedy for any shortages or loss or damage to the Goods notified under

Condition 8 or breach of any warranty in relation to the Goods under Condition 11.2 above or otherwise, shall be at the option of the Supplier to make good any shortages, repair or rectify the Goods, supply any replacements for the Goods, and/or refund to the Customer any amounts paid by the Customer in respect of the Goods.

12.2 Maximum Amount: The maximum amount of liability of the Supplier to the Customer for claims other than those in Condition 11 for direct loss or damage made by the Customer against the Supplier whether in contract or in tort (including negligence on the part of the Supplier, its servants or agents), arising out of or in connection with any defect in the Goods and/or Services or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract) of the Supplier, its servants or agents in the performance of the Contract (including, without limiting the generality of the foregoing, breach of any condition or warranty whether expressed or implied by statute, common law or otherwise howsoever) shall be limited to the value of the Contract.

12.3 Excluded Types of Loss: The Supplier shall not be liable to the Customer for any economic loss, loss of production, loss of profit, loss of opportunity, loss of bargain or any indirect or consequential injury, loss or damage or any liability of the Customer to any third party made by the Customer against the Supplier, whether in contract or tort (including negligence on the part of the Supplier, its servants and agents) arising out of or in connection with any such defect, act, omission, neglect or default referred to in Condition 11.2.

12.4 Exclusion of Other Warranties/Remedies: The Customer acknowledges and agrees that in entering into the Contract, it does not rely on, and shall have no remedy in respect of any statement, representation, or warranty given by any person relating to the Goods or their supply (including as to condition, quality, and fitness for purpose) other than for the warranty set out in Condition 11.2 or any other warranties expressly agreed in writing by the Supplier. All warranties implied by statute, common law, custom or otherwise as to the condition or quality of the Goods, or fitness for purpose of the Goods, or correspondence with any sample are hereby excluded.

12.5 Personal Injury: Nothing in these Conditions shall:

- (a) limit or exclude the liability of the Supplier in respect of the death or personal injury resulting from the negligence of the Supplier, its employees or agents; or
- (b) exclude the conditions and warranties implied by Section 12 of the Sales of Goods Act 1979, and where the Customer deals as a consumer, the conditions implied by Section 1315 inclusive of the said Act, and by Section 3 and 4 of the Supply of Goods and Services Act 1982; or

- (c) where the Customer deals as a consumer, affect the Customer's statutory rights.

13. TERMINATION

13.1 Termination Rights of Supplier: The Supplier shall be entitled at any time without prejudice to its other rights under this Contract following a breach of the Contract by the Customer which is incapable of remedy, or a remediable breach of this Contract which the Customer fails to remedy within 30 days after notice of the breach, or a series of persistent breaches of the same provision of this Contract and the Customer commits a similar breach within 30 days after notice of the breaches to:-

- (a) suspend further performance of the Contract, and of any other contract between the Supplier and the Customer until the default has been made good;
- (b) terminate the Contract or any other contract between the Supplier and the Customer or any un-filed part of the Contract; and
- (c) make partial supplies of the Goods and Services.

13.2 Claim for Costs: Notwithstanding such termination as set out in Condition 13.1 the Customer shall pay to the Supplier the Price for all completed work, all materials used and Goods delivered up to and including the date of termination.

13.3 Indemnity: The Customer shall indemnify the Supplier against any resulting loss, damage or expense incurred by the Supplier in connection with the supply or non-performance of the Contract, including but not limited to the cost of any material, plant or tools or intended to be used and the cost of labour and other overheads including a percentage in respect of profit.

13.4 Termination Rights of either Party: Either party shall be entitled to terminate the Contract immediately by notice to the other party of the following events occurring in relation to the other party:-

- (a) Insolvency: the other party shall be made bankrupt, or if a body corporate, be dissolved, liquidated or wound up or have a petition for winding up presented against it which is not withdrawn in 30 days or pass a resolution for voluntary winding up, or have a petition for the appointment of an administrator presented against it, or have receiver or administrative received appointed to the whole or a part of its undertaking or assets or convene any meeting of its creditors or make an arrangement or otherwise compound or compromise with its creditors or cease to threatening to cease trading or suffer any similar event in any jurisdiction relevant to that party.

14. ASSIGNMENT

Unless otherwise stated, the Customer shall not without the prior written consent of the Supplier assign, transfer, sub-contract, delegate, charge or mortgage or otherwise dispose of the benefit of this Contract or any of its rights, obligations or authorisation under this Contract.

15. INTELLECTUAL PROPERTY AND DATA PROTECTION

15.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

15.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Goods and/or Services to the Customer.

15.3 To the extent that either party processes any personal data under the Contract, that party shall comply with its respective obligations under the Data Protection Laws.

16. MISCELLANEOUS

16.1 Entire Agreement: This Contract constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to the subject matter of this Contract. The Customer acknowledges that in entering into the Contract it does not rely upon and shall have no liability in respect of any statement, warranty or representation of the Supplier or any other person relating to the Contract (other than fraudulent misinterpretation) unless it is in writing and forms part of the Contract Documentation.

16.2 Approvals: The Supplier shall not be considered to have given any consent or approval required under this Contract until it has been issued in writing.

16.3 No Partnership: This Contract shall not operate so as to create a partnership or joint venture of any kind between the parties hereto.

16.4 Variations: No variation or amendment of this Contract shall be binding on the parties unless it is recorded in a written agreement which is signed by an authorised officer or representative of each party.

16.5 Severability: Each of the provisions of these Conditions shall be separate and severable. Should any provision be invalid or unenforceable, it shall be severed from these Conditions, and the remaining provisions of these Conditions shall continue in full force and effect and be amended so far as possible to give valid effect to the intentions of the parties under the severed provision.

16.6 Waiver: The failure to exercise or delay in exercising any right or remedy under this Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies under this Contract or at law. A waiver by either party of any term or condition of this Contract in any instance shall not be considered to be a waiver of any such term or condition for the future or of any subsequent breach thereof.

16.7 Notices: Notices under this Contract shall be in writing and sent by hand, courier, registered post, first class post, or facsimile, to the address of the other party stated in this Contract (or any other address, which a party by notice states for this purpose). Notices shall be considered to have been received: if sent by hand, courier or registered post, on delivery; if sent by post, on the second day from but excluding the day of posting if sent to an address in the United Kingdom; and if sent by facsimile, on completion of uninterrupted transmission.

16.8 Third Party Rights: Nothing in this Contract shall be taken as granting any rights expressly or impliedly whether contractual statutory to persons other than the Supplier and the Customer including without limitation rights granted under the Contract (Rights of Third Party) Act 1999.

16.9 Governing Law: This Contract shall be governed by and construed in accordance with the laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the English courts.