

## STANDARD TERMS AND CONDITIONS OF THE SALE OF GOODS

### 1. Application of Conditions

- 1.1 The Seller shall sell the Goods to the Buyer in accordance with any quotation or order of the Buyer which is accepted by the Buyer, or any Seller; and
- 1.2 These Terms and Conditions shall prevail over any other terms and conditions purported to be applicable to the purchase of the Goods or any such order is made or

### 2. Interpretation

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

**“Business Day”** means any day other than a Saturday, Sunday or bank holiday;

**“Buyer”** means the person who accepts a quotation or offer of the Goods or whose order for the Goods is accepted by the Seller;

**“Contract”** means the purchase and sale of the Goods on the terms and conditions set out in the Contract;

**“Contract Price”** means the price payable for the Goods in the Contract payable for the Goods;

**“Delivery Date”** means the date on which the Goods are to be delivered to the Buyer in accordance with the Buyer's order and accepted by the Seller;

**“Goods”** means the goods or services being sold by the Seller, including any instalment of the goods or services which the Seller is to supply in accordance with the Terms and Conditions;

**“Month”** means a calendar month; and

**“Seller”** means the person or company (whether or not a company) by name or by reference to a company name, a company name or a company name under <<insert company name>> and includes all persons or companies acting on behalf of <<insert company name>>.

- 2.2 Unless the context otherwise requires, any reference in these Terms and Conditions to:

2.2.1 “writing”, and any other written communication, includes a reference to any communication in electronic or facsimile transmission or any other form of electronic communication;

2.2.2 a statute or regulation, includes a reference to that statute or regulation as it applies at the relevant time;



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2.2.3 "these Terms and Conditions" shall mean these Terms and Conditions as amended or supplemented at the relevant time.

2.2.4 a Schedule in these Terms and Conditions; and

2.2.5 a Clause or paragraph of these Terms and Conditions (including a Schedule) or a paragraph of the relevant Schedule.

2.2.6 a "Party" or "parties" shall mean the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

2.4 Words imparting the singular shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

### 3. Basis of Sale

3.1 The Seller's employment of any sales representative shall not be authorised to make any representations or warranties on behalf of the Seller unless confirmed by the Seller in writing. In entering into any contract, the Buyer acknowledges that it does not rely on, and waives any claim for, any such representations which are not so confirmed.

3.2 No variation to the terms of sale shall be binding unless agreed in writing between the authorised representative of the Buyer and the Seller.

3.3 Sales literature, price lists, quotations and other documents issued by the Seller in relation to the Goods are for information only and without notice and do not constitute an offer or acceptance. No contract for the sale of the Goods shall be entered into by the Seller unless the Seller has issued a quotation which is effective and accepted by the Buyer to sell the goods or has accepted an order placed by the Buyer as the earlier of:

3.3.1 the Seller's written acceptance of the order;

3.3.2 delivery of the Goods;

3.3.3 the Seller's invoice.

3.4 Any typographical, clerical or other errors or omissions in any sales literature, quotation or other document shall be subject to correction without any liability on the part of the Seller.

### 4. Orders and Specifications

4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

4.2 The specification for the Goods set out in the Seller's sales literature shall prevail over any specification in the Buyer's order (if such specification is not in conflict with the Seller's price list or in multiples of the minimum units specified in the Seller's price list or in multiples of those units. Orders for quantities other than these will be adjusted to the nearest multiple of the minimum units specified in the Seller's price list or in multiples of those units.



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accordingly.

4.3 Illustrations, photographs, price lists or other documents shall be for information only and shall not be binding.

4.4 The Seller reserves the right to make changes in the specification of the Goods which are not in accordance with any applicable statutory or regulatory requirements, provided that the Buyer's specific requirements for performance are not affected.

4.5 No order which has been accepted by the Buyer except with the Seller's written approval shall entitle the Buyer to a refund of the price paid or to a refund of the costs (including the cost of materials used) and expenses incurred by the Seller.

whether in catalogues, brochures, price lists or other documents, shall be intended as a guide only and shall not be binding.

changes in the specification of the Goods which are not in accordance with any applicable safety or other requirements, provided that the Goods are to be supplied to the Buyer and that such changes do not materially affect their quality or performance.

The Seller may be cancelled by the Buyer on the terms that the Buyer shall indemnify the Seller for all loss (including loss of profit), damages, charges and expenses incurred by the Seller as a result of such cancellation.

## 5. Price

5.1 The price of the Goods shall be as stated in the document e.g. price list, order or such other document as may be agreed in writing by the Seller and the Buyer.

5.2 Where the Seller has published a price list, the price quoted shall be valid for <<insert period>> days only.

5.3 The Seller reserves the right, before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller of the Goods (including, without limitation, any increase in the cost of labour, materials or other factors, any change in delivery dates, or any other factor beyond the control of the Seller) which are requested by the Buyer, or which are requested by the Buyer or failure of the Buyer to accept the Goods.

5.4 [The Seller [will] or [may] increase the price of the Goods current at the time of the order in accordance with the Seller's published price list for the Goods current at the time of the Buyer's order.]

5.5 [Any settlement discount or other discount allowed by the Seller to the Buyer shall be allowed by the Seller on or after the date of payment terms set out in the Seller's published price list or other amounts owing to the Seller.]

5.6 Except as otherwise stated in the Seller's published price list or other documents, the Seller, and unless otherwise stated, the Seller, all prices are exclusive of any applicable tax, excise, sales taxes or levies of a similar nature which the Buyer shall be additionally liable to pay to the Seller.

5.7 The price is exclusive of any applicable tax, excise, sales taxes or levies of a similar nature which the Buyer shall be additionally liable to pay to the Seller.

as listed in the Supplier's <<insert period>> of acceptance of the Buyer's order in writing by the Seller and the Buyer.

the Goods other than in accordance with the Seller's published price list, the price quoted shall be valid for <<insert period>> days only. The Seller may specify.

then notice to the Buyer at any time to increase the price of the Goods to reflect any increase in the cost to the Seller of the Goods (including, without limitation, any increase in the cost of labour, materials or other factors, any change in delivery dates, or any other factor beyond the control of the Seller) which are requested by the Buyer, or which are requested by the Buyer or failure of the Buyer to accept the Goods.

quantity discounts subject to and in accordance with the Seller's published price list for the Goods current at the time of the Buyer's order.]

seller in the Contract will be allowed for the Goods for which payment is received by the Seller on or after the date of payment terms set out in the Seller's published price list or other amounts owing to the Seller.]

of any quotation or in any price list or other documents, the Seller, and unless otherwise stated, the Seller, all prices are exclusive of any applicable tax, excise, sales taxes or levies of a similar nature which the Buyer shall be additionally liable to pay to the Seller.

ue added tax, excise, sales taxes or levies of a similar nature which the Buyer shall be additionally liable to pay to the Seller.



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- agreement between the Buyer and the Seller, the price of the Goods on or at any time when the Goods are to be collected by the Buyer, the delivery of the Goods, in which the Buyer for the price at any time when the Goods are ready for collection by the Seller, the delivery of the Goods.

- goods (less any discount or credit deduction credit or set off) within the date of the Seller's invoice or terms as may have been agreed in respect of the Contract. Payment pending that delivery may not have taken place and title to the goods has not passed to the Buyer. This is of the essence of the Contract. On request.

- er as indicated on the form of

- in any customer or buyer who has a claim or liability to the Seller. If at any time the Buyer determines the worthiness of the Buyer it may give credit will be allowed to the Buyer delivered to the Buyer other than as provided in sub-Clause 6.2 of these Terms and Conditions. Any payment to the Seller shall be immediately

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- Seller delivering the Goods to the Buyer's order and/or the Seller's Goods are to be delivered by the Buyer, by the Buyer collecting the Goods after the Seller has notified the Buyer.

- Time for delivery shall not be of the essence unless stated in writing. The Goods may be delivered on or before the Delivery Date upon giving reasonable

- instalments, each delivery shall by the Seller to deliver any one or on these Terms and Conditions or one or more instalments shall not whole as repudiated.

- Goods or any part of them on the instructions, documents, licences, enable the Goods to be delivered on giving written notice to the Buyer to Goods and then notwithstanding the Goods shall pass to the Buyer.



delivery shall be delivered to the Buyer and the Buyer shall pay to the Seller all costs and charges arising from such failure.

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## 8. Non-Delivery

8.1 If the Seller fails to deliver any part thereof on the Delivery Date other than for reasons beyond its carrier's fault:

any part thereof on the Delivery Date other than for reasons beyond the Seller's reasonable control or the Buyer's or its carrier's fault:

8.1.1 if the Seller fails to deliver the Goods at any time thereafter] **OR** [within the period specified in the contract the Seller shall have no liability in respect of such late delivery]

at any time thereafter] **OR** [within the period specified in the contract the Seller shall have no liability in respect of such late delivery]

8.1.2 if the Buyer fails to take delivery of the Goods within the period specified in the contract and the Seller fails to deliver the Goods within the period specified in the contract after receiving such notice the Buyer's liability shall be limited to the cost to the Buyer (in the cheapest available mode of transport) of those not delivered over the price of the Goods

the Seller within <<insert period>> after the Delivery Date and the Seller fails to deliver the Goods within the period specified in the contract after receiving such notice the Buyer's liability shall be limited to the cost to the Buyer (in the cheapest available mode of transport) of those not delivered over the price of the Goods

## 9. Inspection/Shortage

9.1 The Buyer is under no liability to inspect the Goods on delivery or on collection as the case may be.

The Buyer is under no liability to inspect the Goods on delivery or on collection as the case may be.

9.2 Where the Goods are delivered to the Buyer by a carrier the carrier's note or such other note as may be appropriate shall be taken as evidence of the quantity and condition of the Goods at the time of delivery.

Where the Goods are delivered to the Buyer by a carrier the carrier's note or such other note as may be appropriate shall be taken as evidence of the quantity and condition of the Goods at the time of delivery.

9.3 The Seller shall be liable for any damage or shortages that would be apparent on receipt of the Goods if the provisions of this Clause 9 are not complied with. The Seller shall be under no liability if a written complaint is not delivered to the Seller within <<insert period>> Business Days of delivery detailing the nature and extent of the damage or shortage.

The Seller shall be liable for any damage or shortages that would be apparent on receipt of the Goods if the provisions of this Clause 9 are not complied with. The Seller shall be under no liability if a written complaint is not delivered to the Seller within <<insert period>> Business Days of delivery detailing the nature and extent of the damage or shortage.

9.4 In all cases where the Goods are delivered to the Buyer by a carrier the carrier shall be under no liability in respect of any damage or shortage if the Goods are supplied to the Seller in a condition which requires modification is made.

In all cases where the Goods are delivered to the Buyer by a carrier the carrier shall be under no liability in respect of any damage or shortage if the Goods are supplied to the Seller in a condition which requires modification is made.

9.5 Subject to sub-Clause 9.4 the Seller shall make good any shortage in the Goods and will replace any Goods damaged in transit as soon as it is reasonably practicable or otherwise shall be under no liability for any damage whatsoever arising from such failure.

Subject to sub-Clause 9.4 the Seller shall make good any shortage in the Goods and will replace any Goods damaged in transit as soon as it is reasonably practicable or otherwise shall be under no liability for any damage whatsoever arising from such failure.

## 10. Risk and Retention of Title

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

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

10.1.1 in the case of delivery to the Buyer at the Seller's premises, the time when the Seller delivers the Goods to the Buyer for collection; or

at the Seller's premises, the time when the Seller delivers the Goods to the Buyer for collection; or

10.1.2 in the case of delivery to the Buyer at any other premises, the time when the Seller delivers the Goods to the Buyer wrongfully fails to take

any other premises, the time when the Seller delivers the Goods to the Buyer wrongfully fails to take



- delivery of the Goods to the Buyer when the Seller has tendered delivery of the Goods.
- 10.2 Notwithstanding the above, the Seller shall retain legal and beneficial title of the Goods until the Seller has received in cash or cleared funds payment for the Goods.
- 10.3 [Sub-Clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Goods and any other goods supplied by the Seller and the Buyer has paid all monies owed to the Seller, regardless of how such indebtedness is satisfied.]
- 10.4 Until payment has been received in full by the Seller in accordance with these Conditions and title to the Goods has been transferred to the Buyer, the Buyer shall be deemed to be in possession of the Goods and the Seller and the Buyer shall store the Goods separately from other goods in a secure environment, shall ensure that they are identifiable and shall insure the Goods against all reasonable risks.
- 10.5 In the event that the Seller transfers the Goods to a third party before payment in full has been received by the Seller under these Terms and Conditions, the Buyer shall ensure that such monies (including such proportion as is due to the Seller) shall be held in a separate account for the benefit of the Seller. The Buyer shall ensure that such monies are not commingled with any other monies and are in no way mixed with, any other monies held on the Seller's behalf are identified and are not subject to any claims of all moneys held on the Seller's behalf.
- 10.6 [The Seller may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Conditions.]
- 10.7 The Buyer shall not create any charge by way of security for any indebtedness of the Buyer to the Seller or in any way charge by way of security for any indebtedness of the Buyer to the Seller the Goods which remain the property of the Seller or any monies owing by the Buyer to the Seller or any remedy of the Seller) forthwith.
- 10.8 The Seller reserves the right to enter the Seller's premises at any time for the purpose of inspecting the Goods in which the Seller maintains legal and beneficial title without the need for the Buyer's permission. The Seller may also enter the Seller's premises at any time for the purpose of inspecting the Goods to ensure compliance with the requirements of sub-Clause 10.4.
- 10.9 The Buyer's right to the Goods in which the Seller maintains legal and beneficial title shall be subject to the following conditions:
- 10.9.1 the Buyer cannot assign or sub-license his obligations under these Conditions;
- 10.9.2 the Buyer cannot enter into any arrangement under Parts I or VIII of the Insolvency Act 1986 (as amended), or any arrangement made with his creditors;
- 10.9.3 the Buyer is not subject to a bankruptcy order or takes advantage of any provision for the relief of insolvent debtors;



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10.9.4 the Buyer cannot be held liable for its creditors, enters into voluntary or compulsory liquidation, receivership or compulsory administration or any part thereof, or the appointment of a liquidator, receiver, administrator or any part thereof, or the intention to do so, or a resolution is passed by the directors or the Buyer or for the winding up of the Buyer, or any other event or possible insolvency proceedings

its creditors, enters into voluntary receivership, management, administration or any part thereof, or the appointment of a liquidator, receiver, administrator or any part thereof, or the intention to do so, or a resolution is passed by the directors or the Buyer or for the winding up of the Buyer, or any other event or possible insolvency proceedings

## 11. Assignment

11.1 The Seller may assign all or any part of it to any person, firm or company without the consent of the Buyer.

11.2 The Buyer shall not assign the Contract or any part of it without the prior written consent of the Seller.

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

The Buyer shall not assign the Contract or any part of it without the prior written consent of the Seller.

## 12. Defective Goods

12.1 If on delivery any of the Goods are found to be defective, the Buyer lawfully received for on delivery as "as is" or "without warranty" notice of such defect must be given to the Seller within <<insert period>> Business Days of such delivery, the Seller shall:

in any material respect and either be defective Goods or, if they are signed "as is" or "without warranty" the Buyer gives written notice of such defect within <<insert period>> Business Days of such delivery, the Seller shall:

12.1.1 replace the defective Goods with new Goods of the same description and quantity received by the Buyer;

<<insert period>> Business Days of such delivery, the Seller shall:

12.1.2 refund to the Buyer the price of the defective Goods (or parts thereof, as appropriate);

those Goods (or parts thereof, as appropriate);

but the Seller shall not be liable for any consequential loss or damage suffered by the Buyer may not be recovered from the Seller as set out in clause 12.3.

to the Buyer in respect thereof and the Seller is not liable for any consequential loss or damage suffered by the Buyer as set out in clause 12.3.

12.2 No Goods may be returned to the Seller. Subject to the above, if the Goods were supplied subject to a trial period, the Seller's sole discretion shall be to accept or refuse such defective Goods and the Buyer shall be bound by the Seller's decision.

without the prior agreement in writing from the Seller, the Seller is not bound to accept or refuse such defective Goods and the Buyer shall be bound by the Seller's decision.

12.3 If the Buyer purchases Goods under a trial period, the Buyer shall return the Goods or any part of such Goods to the Seller within <<insert period>> Business Days of delivery, provided always that the Buyer exercising such right shall:

six months of the launch of such Goods, the Buyer shall return the Goods or any part of such Goods to the Seller within <<insert period>> Business Days of delivery, provided always that the Buyer exercising such right shall:

12.3.1 return such Goods in the same condition as received;

; and

12.3.2 indemnify the Seller for any loss or damage incurred by the Seller in rectifying any deterioration or damage caused by incorrect storage or use while in the Buyer's possession.

incurred by the Seller in rectifying any loss or damage caused by incorrect storage or use while in the Buyer's possession.

12.4 The Seller shall be liable for any loss or damage suffered by the Buyer in respect of any defect arising from fair

use of any defect arising from fair



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wear and tear, or conditions, failure to (in writing), misuse or or any other act or or any third party.

negligence, subjection to normal instructions (whether given orally or in writing) without the Seller's prior approval, the Buyer, its employees or agents

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12.5 Subject as express where the Goods are for sale, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by

Terms and Conditions, and except for sale, all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by

12.6 Except in respect of negligence, or as otherwise stated, the Seller shall not be liable for any implied warranty, condition or statute, or under any law, for consequential loss or limitation of loss of profit or claims for consequential loss or damage, the negligence of the Seller, out of or in connection with the Buyer.

injury caused by the Seller's negligence, or as otherwise stated, these Terms and Conditions, the Seller shall not be liable for any implied warranty, condition or statute, or under any law, for consequential loss or limitation of loss of profit or claims for consequential loss or damage, the negligence of the Seller, out of or in connection with the Buyer.

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12.7 The Buyer shall be responsible for instructions as to the handling or labelling of the Goods to comply with all requirements for the sale of the Goods given by the Seller. The Buyer will indemnify the Seller against any loss or damage which the Seller might suffer in this condition.

ing that, except to the extent that the Goods are contained in the packaging or labelling of the Goods by the Buyer is in compliance with all requirements and that handling and labelling of the Goods is in accordance with directions given by the Seller or any governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer in this Buyer's failure to comply with this

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### 13. Buyer's Default

13.1 If the Buyer fails to pay the Goods by the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

13.1.1 cancel the order;

cancel the order;

13.1.2 appropriate compensation for the goods supplied by the Seller) and for any loss or damage suffered by the Seller as a result of appropriation of the Goods;

the Buyer to such of the Goods (or part of the Goods) as the Seller may determine in its sole discretion (notwithstanding any purported contract between the Buyer and the Seller);

13.1.3 charge the Buyer with interest on the amount unpaid above <<insert percentage>>% per annum from time to time, until payment in full is made (a month shall be treated as a full month for the purpose of calculating interest).

and after any judgement) on the amount unpaid above <<insert percentage>>% per annum from time to time, until payment in full is made (a month shall be treated as a full month for the purpose of calculating interest).

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13.2 This condition applies to the Buyer's obligations hereunder or

any of its obligations hereunder or otherwise arising out of this contract;

13.2.1 the Buyer fails to pay the Goods by the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

administration order enters into a bankruptcy order or VIII of the Insolvency Act 1986

13.2.2 the Buyer becomes insolvent or enters into a bankruptcy order or VIII of the Insolvency Act 1986

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- or the Insolvent Company becomes bankrupt or is wound up or the Insolvent Company is taken over or any of the above events occurs, the Seller shall, in addition to any other remedy available to the Buyer, be entitled to cancel the Contract or suspend any further obligations under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall nevertheless be payable notwithstanding any previous agreement or arrangement to the contrary.
- 13.2.3 an encumbrance is placed on the property of the Goods;
- 13.2.4 the Buyer ceases to carry on business; or
- 13.2.5 the Seller receives notice that any of the events mentioned above is about to occur and notifies the Buyer accordingly.
- 13.3 If sub-Clause 13.2 applies, the Buyer shall be entitled to any other right or remedy available to the Seller, and the Seller shall be entitled to cancel the Contract or suspend any further obligations under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall nevertheless be payable notwithstanding any previous agreement or arrangement to the contrary.
- 14. Limitation of Liability**
- 14.1 Subject to condition 14.2, the following provisions shall apply to the Seller (including any liability for the acts or omissions of the Seller and sub-contractors) to the Buyer in respect of:
- 14.1.1 any breach of the Contract;
- 14.1.2 any use made of the Goods by the Buyer or any person claiming through the Buyer of the Goods; and
- 14.1.3 any representation made by the Seller or any person claiming through the Seller, including negligence and breach of contract.
- 14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 2 of the Sale of Goods Act 1979) shall be excluded from the Contract.
- 14.3 Nothing in these Terms shall include or limit the liability of the Seller:
- 14.3.1 for death or personal injury caused by the Seller's negligence;
- 14.3.2 for any matter which is held to be illegal for the Seller to exclude or limit liability for;
- 14.3.3 for fraud or fraudulent misrepresentation.
- 14.4 Subject to sub-Clause 14.2, the Seller's liability shall be limited to the amount of the Contract Price.
- 14.4.1 the Seller's liability shall be limited to the amount of the Contract Price for any pure economic loss, loss of profit, loss of goodwill or otherwise, arising in connection with the contemplated performance of the Contract; and
- 14.4.2 the Seller shall not be liable for any pure economic loss, loss of profit, loss of goodwill or otherwise, arising in connection with the contemplated performance of the Contract; and
- 14.4.3 the Seller shall not be liable for any consequential, or any claims for consequential loss (howsoever caused) which arise out of the Contract.



15. **Confidentiality, Publication**

- 15.1 The Buyer will regard the Contract and all information obtained by the Buyer relating to the products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that such obligation shall not apply to information which is in the public domain or is required to be disclosed by law on account of the Buyer's default;
- 15.2 The Buyer will not use or allow any other person to use any name, trademark, house mark or logo, or which the Seller is licensed to use in any other manner whatsoever, in any other manner whatsoever, in any other manner whatsoever, unless such use shall be specifically authorised in writing by the Seller;
- 15.3 The Buyer will use its best endeavours to ensure compliance with this Clause 15 by its employees, agents, sub-contractors, subcontractors and agents.
- 15.4 The provisions of this Clause 15 shall survive the termination of the Contract.

16. **Communications**

- 16.1 All notices under the Contract shall be in writing and be signed by, or on behalf of, a duly authorised officer of the Seller.
- 16.2 Notices shall be deemed to have been given:
- 16.2.1 when delivered to the recipient's registered mail address;
  - 16.2.2 when sent, by electronic mail or e-mail and a successful transmission is confirmed;
  - 16.2.3 on the fifth business day following the date of mailing, if mailed by national post;
  - 16.2.4 on the tenth business day following the date of mailing, if mailed by airmail, provided that the postage prepaid.
- 16.3 All notices under the Contract shall be addressed to the most recent address, e-mail address or fax number notified to the other Party.

17. **Force Majeure**

Neither Party shall be liable for failure or delay in performing their obligations where such failure or delay is caused by an event that is beyond the reasonable control of that Party. Such events shall include, but are not limited to: power failure, strike, civil unrest, fire, flood, storms, war, terrorism, governmental action or any other event that is beyond the control of the Parties.

18. **Waiver**

The Parties agree that no failure to enforce the performance of any



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have no rights under the Contract Act 1999.

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act (including any non-contractual or associated therewith) shall be with, the laws of England and

claim between the Parties relating to this contract (including any non-contractual obligations associated therewith) shall fall under the law of England and Wales.

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