

SLV LIGHTING UK — GENERAL TERMS & CONDITIONS OF SALE

1. AUTHORITY

- 1.1 These are the conditions upon which the Seller offers and agrees to contract and no alteration whatsoever shall be valid or binding unless previously agreed in writing between the parties hereto.
- 1.2 No employee of the Seller below the level of Managing Director shall have the authority to make any such alteration.
- 1.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing by a director of the Seller. In entering into the Contract the Buyer acknowledges that it does not rely on any representations which are not so confirmed
- 1.4 In accordance with clause 22, this Contract is between the Buyer and the Seller only. The Buyer acknowledges and agrees that the Buyer shall be wholly responsible for any communications and resolution of any issues with any third party to whom the Buyer has sold the Goods on to.

2. INTERPRETATION

- 2.1 In this Contract:

Buyer: shall mean the other contracting party with the Seller for the purpose of the Goods;

Catalogue: the Seller's catalogue, available at the Website, detailing the Goods;

Contract: shall mean these terms and conditions, which shall constitute the contract between the Buyer and the Seller for the sale and supply of Goods;

Delivery: shall have the meaning set forth in clause 5.1;

Delivery Costs: mean any costs related to the Delivery of the Goods charged by the Seller in accordance with clause 4.2.1. Such costs, if applicable, shall be confirmed upon acceptance of the Order;

Delivery Date: shall mean the time or date for Delivery stated by the Seller;

Goods: shall mean the goods subject to the Contract;

Force Majeure Event: an event or circumstance beyond a party's reasonable control including but not limited to: fire, flood, strike or other labour disturbances, any war, terrorist attack, revolution, government act or embargo, inability to obtain raw materials and component supplies through normal channels at normal prices, or transportation or revocation of export and/or import licences;

Order: shall mean an acknowledged order submitted by the Buyer to the Seller which the Seller has accepted and agreed to sell the Goods to the Buyer for the Price in accordance with the terms of this Contract;

Price: shall mean the price for the Goods notified by the Seller to the Buyer;

Seller: shall mean M L Accessories Limited, a company incorporated in England and Wales with company registration number 03500339 and includes any associated or subsidiary company thereof or any duly authorised agent;

Website: shall mean slv.com

- 2.2 A reference to a statute or statutory provision is a reference to such statute or 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.
- 2.3 The headings in this Contract are for convenience only and shall not affect their interpretation.
- 2.4 In the event of conflict between this Contract and the terms of the Buyer (whether stated in the Buyer's order or otherwise) this Contract shall prevail.
- 2.5 The Uniform Law on International Sale of Goods and the Uniform Law on the Formation of Contracts for International Sales of Goods are expressly excluded from this Contract.
- 2.6 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.
- 2.7 A reference to writing or written includes faxes and emails.

3. ENQUIRIES AND ORDER PROCEDURES

- 3.1 All enquiries, applications for quotations and Orders connected with the Goods should be made directly to the Seller. Contact details and methods of ordering can be found at the Website. When ordering, the prospective Buyer should indicate the Goods' Catalogue number, the quantity required and a brief description as it appears in the Catalogue.
- 3.2 Any quotations given by the Seller shall not in any way constitute an offer to contract on this Contract or any other terms. A quotation shall only be valid for a period of 28 days from its date of issue.
- 3.3 The Seller's acknowledgement of the Buyer's Order (whether orally or in writing) shall constitute the Seller's agreement to sell and supply the Goods therein stated on the terms of this Contract.
- 3.4 Each Order shall be treated as a separate Contract. If there shall be at any time more than one Order in course of performance between the Seller and the Buyer any question,

dispute and difficulty which may arise in respect of one of such Order, the terms on which any of such Order may be settled shall not affect in any way the performance of the other Order. Nor shall the Buyer be entitled to exercise in relation to any other such Order any right of set-off or counterclaim arising under other Orders.

- 3.5 The Buyer shall be solely responsible to the Seller for ensuring the accuracy of the terms of any Order submitted by the Buyer, and for providing the Seller with any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.6 The terms of this Contract apply to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, except those that are required by law.

4. PRICE AND PAYMENT

4.1 The Price shall:

- 4.1.1 in the absence of manifest error or omission and subject to this Contract and in particular clause 4.1.3 below, be final;
- 4.1.2 the Price payable will be confirmed by the Seller upon the confirmation of the Order. The Price will be based on the prices listed in the Catalogue at the time the order is placed. While the Seller will endeavour to ensure that all prices in the Catalogue are accurate, it will be under no obligation to honour any Catalogue price if there is any difference due to typographical or other errors resulting in difference from actual price. If the Seller discovers an error in the Prices, it will inform the Buyer. The Buyer will have the option of reconfirming its Order at the correct price or cancelling it in such case;
- 4.1.3 notwithstanding clause 4.1.1 above, the Seller reserves the right, at its absolute discretion, including but not limited to reasons of market forces, to adjust the Price if the Seller suffers an increase in the cost to it of supplying the Goods, howsoever caused. The Seller will use its best endeavours to minimise any such adjustment and shall notify the Buyer of any adjustment as soon as reasonably practicable.

4.2 The Prices are exclusive of:

- 4.2.1 Delivery Costs (which unless the Seller determines otherwise is £10 for orders less than £150 and, free for orders over £150); and
- 4.2.2 VAT and any other tax or duty which must be added to the total price payable. VAT will be charged at the rate applicable at the time the order is accepted.

- 4.3 The Price, VAT and Delivery costs (if any) shall be paid in accordance with the method of payment stipulated by the Seller and the time of payment shall be of the essence of the Contract;

4.4 For the purpose of this clause 4.

4.4.1 On "Account" shall mean that:

- (a) the Buyer shall be invoiced for the Price of the Goods delivered in any calendar month and any other sum from time to time due and owing by the Buyer to the Seller under this Contract in the form of a statement (the "Statement") made up to the end of the said calendar month (the "Statement Month"); and
- (b) the Buyer shall pay the total amount specified in the Statement (the "Total Statement Amount") prior to close of business on the last day of the month during the Statement Month.

4.4.2 On "Invoice" shall mean that:

- (a) the Seller shall invoice the Buyer for the Price of the Goods and any other sums from time to time due and owing by the Buyer to the Seller under this Contract; and
- (b) the total amount specified in the Invoice (the "Total Invoice Amount") shall be paid prior to the date specified for payment in the Invoice which, unless otherwise stated in the Order Acknowledgment, shall be deemed payable prior to close of business on the last day of the month following the invoice date.

4.5 Where payment for the Goods is on Invoice or on Account, the Buyer shall pay the Price and any other costs in accordance therewith, notwithstanding that the Goods are being delivered by instalments and that any Goods remain undelivered.

4.6 Without prejudice to any other rights, the Seller reserves the right to suspend or cancel (or first suspend then cancel) further Deliveries under any Contract with the Buyer, should the Price or any part thereof not be paid by the relevant payment date(s).

4.7 The Seller reserves the right to treat any of its new or existing Buyers as a "Proforma Account" holder, whereby the total invoice for the Goods will require to be cleared funds with the Seller prior to the release or delivery of the Goods.

4.8 If payment is made by cheque in accordance with clause 4.7 above, the Goods will not be released or delivered until the cheque has cleared to the Seller's bank account. For the avoidance of doubt, no payment shall be deemed to have been received until the Seller has received cleared funds.

4.9 Credit will only be given in the form of credit notes which can be used against further purchases from the Seller and are not transferable.

4.10 The Buyer shall make all payments due under the Contract without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the

Buyer has a valid court order requiring; an amount equal to such deduction to be paid by the Seller to the Buyer.

4.11 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

- 4.11.1 cancel the Contract or suspend any further Deliveries to the Buyer;
- 4.11.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller), as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
- 4.11.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 3 per cent per annum above the base lending rate from time to time of Barclays Bank PLC accruing on a daily basis from the due date for payment until payment in full from the Buyer;
- 4.11.4 recover from the Buyer the price of any Goods delivered to the Buyer notwithstanding that the payment for such Goods has not yet fallen due; and/or
- 4.11.5 reduce the Buyer's credit limit or remove credit facilities completely.

4.12 All costs, charges and expenses incurred by the Seller in recovering any debt due by the Buyer shall be paid by the Buyer.

5. DELIVERY

5.1 The expression "Delivery" as used in this Contract shall be deemed to take place when:

- 5.1.1 delivery is made (by the Seller or the Seller's employees or any other person acting upon the Buyer's instructions) to the Buyer's address (or to such other address as shall be agreed for Delivery); and
- 5.1.2 signature (by the Buyer, or a person in the Buyer's employ or any other person acting upon the Buyer's instructions including such other person as shall be agreed with the Buyer (who for the purposes of this clause 5 and clause 8, shall be referred to as the "Buyer's Nominee")) of the Seller's standard form of acknowledgement of Delivery, which shall be conclusive evidence of such Delivery.

5.2 Whilst every effort shall be made to ensure prompt Delivery, the Delivery Date is an estimate only and the Seller accepts no liability whatsoever for Delivery beyond the Delivery Date. The time for Delivery shall accordingly not be of the essence and any failure to adhere to the Delivery Date shall not entitle the Buyer or Buyer's Nominee to claim damages or to rescind or cancel the Contract. The Goods may be delivered in advance of Delivery Date at the Seller's discretion, upon giving reasonable notice to the Buyer.

- 5.3 If the Buyer or the Buyer's Nominee does not receive the Goods and/or Seller's confirmation of Goods on the stated Delivery Date, then the Buyer shall notify the Seller in writing of such non-receipt within seven calendar days of the stated Delivery Date. Should the Buyer fail to notify the Seller within seven calendar days of the Delivery Date, the Seller shall not be liable for the non-Delivery of the Goods and the Buyer shall be liable and shall indemnify the Seller for any loss or damage that the Seller may suffer as a consequence of the Seller's resultant omission to notify the carriers of the non-arrival of the Goods.
- 5.4 The method of Delivery shall be at the Seller's absolute discretion.
- 5.5 The Buyer or the Buyer's Nominee shall accept part deliveries unless specifically agreed with the Seller in writing.
- 5.6 If the Buyer or the Buyer's Nominee refuses to accept Delivery for any reason whatsoever, then the Buyer shall nevertheless pay the Seller:
- 5.6.1 the Price and any Delivery Costs (if any); and
 - 5.6.2 any additional expenses incurred by the Seller as a result of such refusal, including but not limited to any amounts payable by the Seller to its agents, employees or sub-contractors.
- 5.7 If the Buyer or the Buyer's Nominee fails to take Delivery of the Goods or fails to give the Seller adequate Delivery instructions at the time stated for Delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 5.7.1 Store the Goods until actual Delivery and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or
 - 5.7.2 ten days after the day on which the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not taken delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
- 5.8 If the Buyer or the Buyer's Nominee does not check the Goods on receipt, they must be signed for "Unchecked".

6. PACKAGING

Until used, the Goods shall at all times remain in the packaging in which they are supplied and the Buyer shall ensure that the markings on such packaging are not altered or obliterated or obscured in any way. Notwithstanding the foregoing, this provision shall not apply if the Goods are supplied in bulk for repackaging in which case the Seller reserves the right to specify the type of packaging to be used and the markings on such packaging.

7. SPECIFICATION

- 7.1 While efforts are made to ensure that any specifications and illustrations contained in or referred to by the Catalogue are accurate at the time of the Catalogue's publication, Goods supplied may vary in detail from the illustrations, drawings, measurements and descriptions set out in the Catalogue, which are approximate and for guidance only and will not form part of this Contract, Colour finishes will be maintained as accurately as possible but matching cannot be guaranteed. All terminology used in the Catalogue, subject to these Conditions, that as understood by general usage in the trade.
- 7.2 The Seller reserves the right to supply at its absolute discretion, without notice to the Buyer, modified and/or improved versions of any Goods.
- 7.3 The Seller reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

8. RISK AND RETENTION OF TITLE

- 8.1 Ownership of and title to the Goods shall remain vested in the Seller until the Seller has received payment in full of the Price and all other monies due to the Seller under the Contract notwithstanding Delivery and the passing of risk in the Goods or any other provision of this Contract.
- 8.2 Risk of damage to or loss of the Goods shall pass to the Buyer:
- 8.2.1 in the case of the Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection;
 - 8.2.2 in the case of the Goods delivered otherwise than at the Seller's premises, at the time of Delivery; or
 - 8.2.3 if the Buyer or the Buyer's Nominee fails to take Delivery of the Goods in accordance with this clause 8.2, the time when the Seller has tendered Delivery of the Goods.
- 8.3 Subject to clause 4.1, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:
- 8.3.1 it does so as principal and not as the Seller's agent; and
 - 8.3.2 title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.
- 8.4 Until payment has been made in full (in cash or cleared funds):
- 8.4.1 the Buyer shall keep the Goods insured from the time the Goods are delivered against all risk to their full replacement value, including injury to persons or damage to property;

- 8.4.2 the Goods shall be clearly marked as the property of the Seller;
 - 8.4.3 the Seller or its agents may repossess the Goods and for this purpose the Buyer hereby grants to the Seller an irrevocable licence;
 - 8.4.4 title to and ownership of the Goods shall remain with Seller in accordance with clause 8.1; and
 - 8.4.5 notify the Seller immediately if it becomes subject to any of the events listed in clauses 13.3.2 to 13.3.4.
- 8.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clauses 13.3.2 to 13.3.4, then, without limiting any other right or remedy the Seller may have:
- 8.5.1 the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 8.5.2 the Seller may at any time:
 - (a) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (b) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

9. FAULTY GOODS, QUANTITY DELIVERED AND ACCEPTANCE OF GOODS

- 9.1 If any of the Goods upon Delivery are shown to the satisfaction of the Seller, to be defective, and/or not delivered in the quantity ordered, the Seller at its option shall:
- 9.1.1 in the case of defective goods, either replace the defective Goods or credit the Buyer for the full Price of such goods, notwithstanding the foregoing, any credit shall be at the discretion of the Seller and shall be limited to the cost of the Goods themselves; and
 - 9.1.2 in the case of Goods not delivered in the quantity ordered, either deliver the remaining balance of the Goods as soon as reasonably practical or require the Buyer to pay for such part of the Goods actually delivered at the price which is equivalent to that stated for each of such Goods in the Catalogue in issue at the date of Contract.
- 9.2 The remedies in clause 9.1 shall only be available to the buyer if they give the Seller written notice of the same within seven days of the Delivery Date. If the Seller has not received said notice within seven days of the Delivery Date of the Goods, the Buyer shall be deemed to have accepted the Goods and clause 9.1 shall be of no effect.

- 9.3 No return of Goods is accepted by the Seller in accordance with clause 9.1 unless the Seller has agreed in writing that the Buyer may return them. The returned Goods shall be accepted into the Sellers' premises only if:
- 9.3.1 accompanied by an explicitly stated authorisation code as provided by the Seller prior to return of the Goods;
 - 9.3.2 returned in their original packaging to ensure no damage is sustained during transit;
 - 9.3.3 any other reasonable procedure required by the Seller and notified to the Buyer is adhered to.
- 9.4 The Buyer shall be liable for the cost of returning the Goods and for any damage to the Goods prior to receipt by the Seller of such returned goods.
- 9.5 The undertakings set out in clause 9.1 shall not apply to any of the Goods which have been:
- 9.5.1 repaired or altered otherwise than by the Seller or its agents or not in accordance with the instructions of the manufacturer of the Goods;
 - 9.5.2 used to create composite products;
 - 9.5.3 subjected to any accident or damage; and /or
 - 9.5.4 improperly stored, maintained or used.
- 9.6 If a sample of the Goods has been provided by the Seller to the Buyer prior to the placing of an Order, provided that the Goods delivered are equal to the sample the Buyer shall take the Goods at his own risk as to the quality condition or sufficiency for any purpose and with all faults and imperfections.
- 9.7 If at any time the Buyer requests that the Goods or a portion of the Goods be returned to the Seller for any reason other than under clause 9.1.1; such Goods being referred to as "Unwanted Goods":
- 9.7.1 Acceptance of the requested return of the Unwanted Goods shall be confirmed in writing by the Seller (at its sole discretion);
 - 9.7.2 The Buyer shall return the Unwanted Goods at its own cost;
 - 9.7.3 The Unwanted Goods shall be subject to a handling charge to be confirmed by the Seller at the time of the acceptance (if any) referred to in clause 9.7.1;
 - 9.7.4 The Unwanted Goods shall be returned to the Seller in full resalable condition;

If any of the conditions stated in this clause 9.7 are not met, the Seller shall be entitled to reject the Unwanted Goods.

10. WARRANTY FOR LED PRODUCTS

- 10.1 An extended warranty period as advertised via product packaging of selected LED Luminaries and/or components of LED Products purchased under this Contract is available under the following conditions only.
- 10.2 During the Extended Warranty Period, the Seller agrees to repair or replace free of charge either the complete product or any part of the product (excluding glass) that the Seller considers to be defective as a result of a material or manufacturing fault (the "LED Warranty"). The LED Warranty applies to parts and/or replacement only. Labour and other services are not included and are not covered under the LED Warranty. Should a fitting have been superseded or replaced a suitable or nearest replacement will be offered.
- 10.3 The LED Warranty will not be valid if:
- 10.3.1 the LED Products have not been used in accordance with their product and application specifications (for example temperature and/or voltage);
 - 10.3.2 there has been any modifications or changes to the LED Products or part thereof;
 - 10.3.3 The LED Products have been previously repaired by a person other than an authorised representative of the Seller; or
 - 10.3.4 The Buyer has no proof of purchase and/or proof that the original installation the LED Product was made by a qualified electrician, in accordance to UK and EU standards.
- 10.4 The Buyer acknowledges that during the lifetime of LED Products, the colour, temperature and lumens are subject to some change. Accordingly as any replacement LED Products under the LED Warranty are supplied in new condition there may be some slight colour or batch variation that may be visible and the Buyer acknowledges that such variation shall be acceptable.

11. WARRANTY AND INDEMNITY

- 11.1 The Buyer shall indemnify and hold the Seller harmless against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation of any of the Goods otherwise than in accordance with the Seller's operating instructions or the instructions of the manufacturer of the Goods. This indemnity shall extend to any costs and expenses incurred by the Seller and shall continue in force notwithstanding the termination of the Contract and the sale and purchase arrangements between the Buyer and the Seller.
- 11.2 The Buyer undertakes to ensure compliance by his employees, servants or agents with any safety precautions or instructions for safe handling of the Goods given by the Seller.
- 11.3 The Buyer acknowledges the Goods have been produced for use in the United Kingdom. To the extent permitted by law and subject to clause 12.2 below, the Seller does not

warrant the performance or suitability for purpose of any Goods that are not used in the United Kingdom.

12. LIMITATION OF LIABILITY

12.1 This clause sets out the entire financial liability of the Seller (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to the Buyer other in respect of:

12.1.1 any breach of this Contract;

12.1.2 any use made or resale of the Goods by the Buyer, or of any product incorporating any of the Goods; and

12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

12.2 Nothing in this Contract shall limit or exclude the Seller's liability for:

12.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

12.2.2 fraud or fraudulent misrepresentation;

12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

12.2.4 breach of section 2 of the Consumer Protection Act 1987; or

12.2.5 any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

12.3 Subject to clause 12.2,

12.3.1 the Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, or any special, indirect or consequential loss arising under or in connection with the Contract;

12.3.2 the subject to clause 12.3.3 below Seller's total liability to the Buyer 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 price of the Goods; and

12.3.3 in the event Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

13. TERMINATION OF CONTRACT

- 13.1 Should the Seller terminate this Contract in accordance with clause 13.3, the Seller may (without prejudice to any other remedies) repossess the Goods with or without prior notice and enter upon any premises under the control or the occupation of the Buyer in which the Goods may be for the purpose of repossession.
- 13.2 Unless the Seller otherwise agrees in writing the Buyer shall not be entitled to cancel the Contract.
- 13.3 Without limiting its other rights or remedies, the Seller may terminate this Contract with immediate effect by giving written notice to the Buyer if:
- 13.3.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
 - 13.3.2 the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 13.3.3 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 13.3.4 the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 13.4 Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 13.3, or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 13.5 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 13.6 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.

13.7 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

13.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. FORCE MAJEURE

The Seller shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for six weeks, the Buyer may terminate this Contract by giving seven days written notice to the Seller.

15. INTELLECTUAL PROPERTY

The Buyer acknowledges that subject to clause 12.2 the Seller shall not be liable for, nor does the Buyer give any warranty (nor shall any warranty be implied by any provision of this Contract), that the Goods do not or will not constitute an infringement of any rights relating to patents, trademarks, registered designs, applications or any of the foregoing, trade or business names and copyright.

16. ENTIRE AGREEMENT

16.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

17. VARIATION

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. ASSIGNMENT AND OTHER DEALINGS

18.1 The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2 The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.

19. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the 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.

20. SEVERABILITY

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.

21. NOTICES

- 21.1 Any notice or other communication given to a party under or in connection with the 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, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.
- 21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the invoice; 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 email, one Business Day after transmission.
- 21.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

22. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall have no right to enforce any term of the Contract by virtue of the Contract (Rights of third Parties) Act 1999.

23. GOVERNING LAW AND JURISDICTION

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

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