

PARK SHEET METAL COMPANY LIMITED
TERMS AND CONDITIONS OF SALE

1. Interpretation

a) In these Conditions:

"**Buyer**" means the person, firm or company that has requested any Goods;

"**Company**" means Park Sheet Metal Company Limited and its successors and assigns;

"**Conditions**" means these standard terms and conditions of sale;

"**Confidential Information**" means all information which is disclosed by one party to another however conveyed, whether before or after the date of the Contract, and would appear to a reasonable person to be confidential and which relates to the business affairs of the Disclosing Party (as defined at Condition 13.a), including (without limitation) Goods, operations, processes, plans or intentions, developments, trade secrets, know-how, design rights, market opportunities, personnel, customers and suppliers of the Disclosing Party and all information derived from the above, together with the existence or provisions of the Contract and the negotiations relating to it;

"**Contract**" means the contract made or to be made between the Company and the Buyer for Goods, which is at all times subject to these conditions;

"**Goods**" means any goods supplied or to be supplied by the Company (as may be described in the Company's quote or acknowledgement of order);

"**Goods Schedule**" means any document submitted by the Buyer to the Company specifying the quantity or volume of Goods required by the Buyer for any particular period;

"**Insolvency**" means in relation to the Buyer any of the following (as relevant): the appointment of any nominee, sequestrator, trustee, supervisor, administrator, administrative receiver, receiver or liquidator pursuant to the Insolvency Act 1986; or the entry into any compromise or arrangement with its creditors; or if it commits any act of bankruptcy; or if an order is made or effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction of a solvent company) or the appointment of a manager or receiver to the Law of Property Act 1925 or the occurrence or sufferance of anything equivalent under any jurisdiction other than England or Wales, and "**Insolvent**" shall be construed accordingly;

"**IPRs**" means: patents, registered trade marks, registered designs, applications and rights to apply for any of those rights; unregistered trade marks, copyrights (including, where applicable, applications and rights to apply for registration of copyright and rights in computer software), topography rights, database, moral rights, know-how, Confidential Information, rights in designs and inventions; trade, business and company names, internet domain names and email addresses; the goodwill attaching to any of the above rights; and any forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world;

"**Order**" means an order placed by the Buyer with the Company for Goods (whether on an order form, or otherwise); and

"**Tooling**" means any tools, machinery or equipment used to produce the Goods.

- b) the words "including" and "include" and words of similar effect shall not limit the general effect of the words which precede them;
- c) words importing the singular shall include the plural and vice versa;
- d) the headings and contents page are for reference only and shall be ignored in its construction;
- e) references to a numbered condition are references to the condition so numbered; and
- f) references to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted any regulations made under it.

2. Formation

- a) All quotations and offers are made, and Orders are accepted, subject to and shall be deemed to incorporate the Conditions and they shall apply to all Contracts to the exclusion of any other terms and conditions including (without limitation) those which the Buyer purports to apply under any Order (or any other document submitted to the Company by the Buyer), save where the Company has expressly agreed in writing to enter into a bespoke contract with the Buyer.

- b) All Orders shall be deemed to be an offer and shall only be deemed accepted by the Company upon the earlier of the issue of a written acknowledgement of order by the Company or delivery of the relevant Goods. Any quotation given by the Company is given on the basis that no Contract shall come into existence until the Company dispatches an acknowledgement of order to the Buyer or delivers the relevant Goods. All quotations are valid for a period of 30 days only from its date, provided the Company has not previously withdrawn the same.
- c) Any Order accepted by the Company may only be cancelled or varied by the Buyer with the prior written consent of the Company and on terms that the Buyer shall fully indemnify and keep the Company fully indemnified from and against all costs, expenses, loss or damage incurred by the Company as a result of such cancellation or variation.
- d) It shall be the responsibility of the Buyer to provide the Company the information required to proceed with the Contract and to ensure that the specification of any Goods is sufficient and suitable for the purpose intended and is complete and accurate. Notwithstanding the foregoing, the Contract is not a contract for sale of goods by description. All descriptive matter, specifications and advertising issued by the Company is solely aimed at giving an approximate idea of the Goods described in them, they will not form part of the Contract.
- e) The Company may modify the specification for the Goods without notice provided that such modification does not materially affect the performance of such Goods. Notwithstanding the foregoing, variations to the terms of any Contract will only be effective if agreed in writing and signed by a duly authorised officer of the Company.

3. Provision and Quality of Goods

- a) The Buyer is relying on its own skill and judgement in relation to the Goods irrespective of any knowledge of the Company or its servants, agents or employees or as to the purpose for which the Goods is supplied or its suitability.
- b) Subject to Conditions 3.a) and 3.c), the Company warrants that all Goods shall upon delivery and for a period of 3 months thereafter be of satisfactory quality and be reasonably fit for any purpose for which they are commonly supplied and all conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with this Condition 3.b), are hereby expressly excluded to the fullest extent permitted by law.
- c) The warranty given in Condition 3.b) will not apply:
 - i) where the defect complained of arises from any drawing, design, specification or IPR supplied by the Buyer or arises from fair wear and tear, wilful damage, the Buyer's negligence, abnormal working conditions, or misuse or alteration or repair of the Goods without the Company's approval or arises from any failure to follow the Company's instructions (whether oral or in writing or whether relating without limit to the fabrication, operation, use or maintenance of the Goods), or misuse or alteration or repair of the Goods without the Company's approval;
 - ii) if the Company or its agents is not given a reasonable opportunity to safely inspect the Goods;
 - iii) if the total price for the Goods has not been paid by the due date for payment; or
 - iv) to any parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer to the Company.
- d) The obligations of the Company under the Contract are limited such that, in the event of a breach by the Company of the warranty in Condition 3.b), the Company shall only be obliged (and shall have no further liability in contract, negligence or otherwise for any defect in quality or fitness for purpose of the Goods) at its option either to:
 - i) credit the price (if already paid) attributable to the faulty Goods;
 - ii) or repair, rectify, or replace the faulty Goods provided that such Goods are returned to the Company in their delivered state at the Buyer's expense if so requested by the Company within 1 month from the date of their delivery. Any replacement Goods will be guaranteed on the terms set out in this Condition 3.
- e) The Buyer shall:
 - i) cooperate with the Company in all matters relating to the Goods;

- ii) inform the Company of all health and safety rules and regulations applicable to the Goods;
and
 - iii) maintain all necessary licences and consents and comply with all relevant legislation in relation to the Goods.
- f) The Buyer may submit to the Company a Goods Schedule. In the event that the Buyer subsequently informs the Company that its requirements are no longer aligned with the Goods Schedule (including, without limitation, that it no longer requires the quantity or volume of Goods specified in the Goods Schedule for a particular period as set out in the Goods Schedule) and the Company has already commenced production of the relevant Goods, then the Company shall be entitled to charge the Buyer for the full value of such Goods and for any for the storage costs of the same, in accordance with Condition 7.

4. Delivery

- a) Delivery times/dates named/accepted by the Company are given in good faith but are an estimate only. Time of delivery of the Goods is not of the essence. Subject to Condition 10.a), the Company shall not be liable for any loss (including, without limitation, loss of profit), costs, damages, charges or expenses caused directly or indirectly by failure (for any reason) to meet the delivery time/date stated/agreed (even if caused by the Company's own negligence), and further, the Buyer shall have no right to cancel the Contract in the event of such a failure.
- b) The Company shall use reasonable endeavours to ensure the Goods will be provided and delivered as stated in the Company's quotation or acknowledgement of order or, if one is not issued, as agreed between the parties. Delivery shall be deemed to take place when the Goods arrive at the place stated in the Company's acknowledgement of order or, if one is not issued, at such place as is agreed between the parties, except that delivery to a carrier for the purpose of transmission to the Buyer shall be deemed to be delivery to the Buyer. Section 32(2) of the Sale of Goods Act 1979 shall not apply.
- c) Goods will be packed so as to adequately protect against damage in normal conditions of transit of usual duration. The Company shall make such arrangements for carriage of the Goods and their insurance during carriage as it thinks appropriate and the Buyer shall fully indemnify and keep the Company fully indemnified from and against all costs, expenses, loss or damage incurred in arranging for carriage and insurance of the Goods (including, without limitation, export and/or import duties and costs of packaging, loading and/or unloading), such costs and/or expenses to be paid by the Buyer when it is due to pay for the Goods.
- d) The Company may deliver the Goods in instalments and in any sequence. Deliveries of further instalments may be withheld until the Goods comprised in earlier instalments have been paid for in full. Default by the Company, howsoever caused, in respect of one or more instalments shall not entitle the Buyer to terminate the relevant Contract as a whole.
- e) If the Company agrees to permit the Buyer to collect the Goods from the Company's place of business then delivery shall be deemed to take place when the Company notifies the Buyer that the Goods are ready for collection and, unless otherwise agreed in writing by the Company, it is a condition of the Contract that the Buyer will collect the Goods within 7 days of such notice.
- f) Upon delivery to the Buyer, all Goods should be examined, and the Buyer must mark any Goods not examined as "unexamined". The Company shall not be liable for any shortages in, or non-delivery of any unexamined Goods, or any examined Goods unless the same is notified by the Buyer to the Company (together with all specific details) in writing within 10 days of the date of examination. Subject to such notice being provided the Company shall, if it is satisfied that any examined Goods have not been delivered and the cause thereof being beyond the reasonable control of the Company, at its sole discretion, either arrange for delivery as soon as reasonably possible or give credit to the Buyer for such Goods. Shortages in, or non-delivery of some or part of the Goods shall not affect the Contract in respect of the other or other parts of the Goods.
- g) If:
 - i) the Buyer fails or refuses to accept delivery of any Goods when they are ready for delivery in accordance with the relevant Order;
 - ii) the Company agrees (in its sole discretion) to postpone delivery of the Goods at the request of the Buyer; or

- iii) the Buyer fails to provide any instructions, consents or authorisations required to enable the Goods to be delivered on the due date, then risk in the Goods shall pass to the Buyer, delivery of the Goods shall be deemed to have taken place and the Company may store or arrange for storage of such Goods and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance) and may sell such Goods after 28 days after such failure or refusal and deduct any monies payable to the Company by the Buyer from the sale proceeds and account to the Buyer for any excess or charge the Buyer for any shortfall below the Contract price.

5. Risk and Title

- a) Risk of damage to, or loss of, the Goods shall pass to the Buyer upon delivery or at the notified time for delivery if the Buyer fails for whatever reason to take delivery of the Goods at the notified time. Section 20(2) Sale of Goods Act 1979 shall not apply.
- b) Title to the Goods (both legal and equitable) shall remain with the Company until full payment with cleared funds of all monies due from the Buyer to the Company under all contracts between the Company and the Buyer has been made, or title is properly vested in some other person by the operation of any statute.
- c) Until title to the Goods passes, the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee and must:
 - i) store the Goods (at no cost to the Company) such that they are kept in a satisfactory condition and easily identifiable as the property of the Company;
 - ii) not destroy or deface any identifying marks on the Goods or their packaging;
 - iii) keep the Goods insured on the Company's behalf for the full price of the Goods against all risks to the reasonable satisfaction of the Company and produce the policy of insurance to the Company upon request; and
 - iv) must hold all proceeds of such insurance on trust for the Company and shall not mingle them with any other money nor pay the proceeds into an overdrawn bank account.
- d) Until title to the Goods passes, the Buyer shall still be entitled to re-sell, use or otherwise dispose of the Goods in the ordinary course of its business provided that the Buyer:
 - i) does so at full market value; and
 - ii) shall ensure that the entire proceeds arising by virtue of any such sale, use or disposal shall be held in trust for the Company and shall not be mixed with any other monies or paid into any other overdrawn bank account and shall at all times be identifiable as monies belonging to the Company.
- e) Once payment becomes due, the Company may while the owner of the Goods (without prejudice to its other rights) demand the immediate return of the Goods at any time and the Buyer must comply with (at its own cost) such demand immediately. If the Buyer fails to return such Goods, the Company or its successors in title, and their respective employees and agents, may enter the Buyer's premises (with or without vehicles) during normal business hours to remove the Goods (at the Buyer's cost) and/or may sell or otherwise deal with the Goods.

6. Tooling

- a) Where Tooling is supplied by the Buyer to the Company, or is otherwise the property of the Buyer (irrespective of by whom such Tooling was created), such Tooling shall remain at the Buyer's risk irrespective of where such Tooling is stored. It shall be the Buyer's responsibility to ensure such Tooling has appropriate insurance cover.
- b) The Company may, in its sole discretion, agree to store such Tooling on behalf of the Buyer, and it shall be entitled to charge storage costs to the Buyer (as determined by the Company, acting reasonably) for the duration of the storage of such Tooling by the Company.
- c) Notwithstanding the foregoing, the Company accepts no responsibility for damage or loss to the Tooling as a result of fair wear and tear while the Tooling is being used in the production of any Goods, or while the Tooling is in storage.

7. Price any Payment

- a) Unless fixed prices have been agreed in writing by the Company, all prices are subject to alteration without notice and will be invoiced at the price ruling at the date of delivery of the Goods.
- b) Unless otherwise agreed in writing by the Company, prices set out in any of the Company's price lists, quotations and acknowledgement of order are "ex works" (as defined in INCOTERMS 1990) and exclusive of any value added, purchase or other taxes and any costs of carriage, package and insurance which shall be payable in addition to the price when the price is due.
- c) The Company may invoice the Buyer for the Goods at any time after provision of the same, and any Goods delivered in instalments may be invoiced separately provided that if the delivery of the Goods is postponed at the request or by the default of the Buyer then the Company may submit its invoice at any time after the Goods are ready for delivery or would have been ready but for the request or default on the part of the Buyer.
- d) The Buyer shall pay the Contract price within 30 days of the date of invoice.
- e) Payment shall only be deemed received by the Company from the Buyer upon receipt by the Company of cleared funds. Payment shall be made in full without any deduction, set off or abatement on any grounds. The Company may appropriate any payment made by the Buyer to any outstanding invoice. The Company may bring an action for the price of the Goods even though the property in them may not have passed to the Buyer, and any failure to pay by the relevant due date shall give the Company the right to suspend or cancel the provision of any further Goods.
- f) Time for payment of the Contract price (including, without limit, any costs or charges payable pursuant to Conditions 2.c and 6.b)) shall be of the essence. The Buyer shall fully indemnify and keep the Company fully indemnified from and against all costs, expenses, loss or damage incurred by the Company in recovering overdue amounts. Interest shall be payable by the Buyer on overdue amounts (before as well as after judgement) at the annual rate of 6 per cent above the base lending rate of Barclays Bank plc from time to time on the outstanding amount until the Contract price and/or such costs and/or charges are paid in full. The Company reserves the right to claim interest under the Late Payment of Commercial Debt (Interest) Act 1998.

8. Intellectual Property Rights

- a) The Buyer shall not acquire any right in or to any of the IPRs subsisting in, resulting from or relating to any Goods provided by the Company, or any documents, drawings (including, without limitation, any Tooling designs) and/or specifications which are:
 - i) supplied by the Company to the Buyer in connection with the Goods, or
 - ii) result from the production of the Goods,unless otherwise expressly agreed by the Company in writing. Notwithstanding the foregoing, in the event that the Buyer in any way acquires any such rights then the Buyer hereby assigns such rights in the Company.
- b) The Company shall have the right to apply any trade marks, trade names and/or service marks to the Goods. The Buyer acknowledges that no rights are granted to the Buyer by the use by the Buyer of such trade marks, trade names and/or service marks. The Buyer shall not deface, remove or obliterate any trade marks, trade names or logos applied by the Company on or in relation to the Goods.
- c) Where the Goods are not manufactured by the Company, the Company gives no assurance or guarantee that the sale or use of the Goods will not infringe the IPRs of any third party.

9. Export Sales

Notwithstanding any other Condition, where Goods are sold for export outside the United Kingdom:

- a) the Uniform Laws on International Sales Act 1967 shall not apply and the Company shall be under no obligation to give notice under Section 32(3) of the Sales of Goods Act 1979;
- b) section 26(3) of the Unfair Contract Terms Act 1977 shall apply and notwithstanding Condition 12.a) all liabilities for injury or death arising directly from the use of the Goods are expressly excluded;

- c) unless otherwise agreed in writing by the Company the currency will be pounds sterling; and
- d) the Buyer shall be responsible for complying with any legislation or regulations governing the export of the Goods from the United Kingdom and governing the importation of the Goods into the country of destination and for the payment of any duties or taxes on them.

10. Liability

- a) Nothing in these Conditions shall exclude or limit the liability of the Company:
 - i) for death or personal injury caused by the Company's negligence;
 - ii) under section 2(3) of the Consumer Protection Act 1978;
 - iii) for fraudulent misrepresentation; or
 - iv) for any other matter for which it would be illegal for the Company to attempt to exclude its liability.
- b) The Company shall not be liable to the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise for any:
 - i) economic loss of any kind whatsoever;
 - ii) loss of profit, business contracts, revenues or anticipated savings;
 - iii) damage to the Buyer's reputation or goodwill;
 - iv) loss resulting from any claim made by any third party; or
 - v) special, indirect or consequential loss or damage of any nature whatsoever.
- c) Without prejudice to Condition 3.d), 10.a) and 10.b) the Company's liability in contract tort, (including negligence or breach of statutory duty), misrepresentation or otherwise arising by reason of or in connection with the Contract shall be limited to the greater of the Contract price or the amount received by the Company for the claim under its insurance policy covering such risks provided that nothing in this Condition shall oblige the Company to obtain any insurance or claim upon any insurance which it holds. The Buyer acknowledges that delay in notifying any claim may prevent the Company recovering any money under such policy.
- d) The Buyer warrants that the use by the Company of any IPRs, designs, specifications, drawings or other materials or information of any nature provided to the Company by the Buyer (whether pursuant to an Order or otherwise) shall not infringe any third party's IPRs. If any claim is brought or threatened against the Company in respect of such an infringement, the Company shall be entitled to suspend carrying out further work to the Buyer, and the Buyer shall fully indemnify and keep the Company fully indemnified from and against all costs, expenses, loss or damage incurred by the Company as a result of any such claim or threatened claim brought against the Company.

11. Termination

- a) Without prejudice to any of its other rights, the Company may immediately terminate the Contract and demand payment of any amount due or accruing to the Company whether under the Contract or otherwise, re-sell the Goods and/or withhold or cancel any deliveries if any of the following occurs or is likely to occur:
 - i) the Buyer is in breach of any of its obligations under the Contract which, if capable of remedy, the Buyer has not remedied within 7 days of receiving written notice from the Company;
 - ii) the Buyer is, or becomes, Insolvent; or
 - iii) the financial position of the Buyer deteriorates to such an extent that in the opinion of the Company the capability of the Buyer adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- b) The Company shall also have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Buyer 7 days' written notice. On such termination, all work on the Contract shall be discontinued and the Company shall deliver as soon as reasonably possible to the Buyer any Goods which are work-in-progress at the time of termination.
- c) All payments payable to the Company under the Contract shall become due immediately on its termination notwithstanding any other provisions of this Contract. Further, the conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

12. Force Majeure

In the event that the Company is prevented or delayed in or from carrying out its obligations under the Contract as a result of any cause beyond its control such as but not limited to: acts of God; governmental intervention or restriction, import or export regulations; war; riots; strikes or trade disputes (including by and with the Company's own employees); power failure; inadequate performance of, failure of or incorrect processing by computer systems; fire; flood; default of suppliers or sub-contractors, or breakdown of plant, machinery or vehicles, then the Company shall be relieved of its obligations and liabilities under the Contract for as long as such fulfilment is prevented.

13. Confidential Information

- a) Subject to Condition 13.b), for the duration of the Contract and for a period of 3 years following termination or expiry of the Contract, each party receiving Confidential Information ("**Recipient**") from the other party ("**Disclosing Party**") shall keep that information confidential and comply with this Condition. In particular, the Recipient shall:
 - i) use the Disclosing Party's Confidential Information solely for the purposes of fulfilling its obligations under the Contract;
 - ii) keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its Confidential Information; and
 - iii) not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or in accordance with this Condition 13.
- b) The obligations of confidentiality set out in this Condition 13 shall not apply:
 - i) where the Disclosing Party has given its specific prior written consent to the disclosure;
 - ii) to Confidential Information which at the date of the Contract is, or becomes at any time after that date, within the public domain (other than as a result of a breach of this Condition 13);
 - iii) where disclosure is a requirement of any law, regulation, binding judgment, order or requirement of any court or other competent authority or regulatory body (and in each case Condition 13.c) shall then apply);
 - iv) where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a third party (provided that such third party was not under any confidentiality obligations which prevented it from disclosing such information); and
 - v) where the information was developed by, or for, the Recipient independently of any information received under the Contract and by persons who had no access to, or knowledge of, that information.
- c) Disclosure under Condition 13.b.iii) shall (unless such notice or consultation is prohibited) only be made after prior consultation with the Disclosing Party as to the terms, content or timing of disclosure and to the person or persons and in the manner required by the law, regulator or authority, or as otherwise agreed between the Parties.

14. Anti-Bribery

- a) Each party confirms that it has, and will at all times implement, adequate procedures designed to prevent it from engaging in any activity which would constitute an offence under the Bribery Act 2010.
- b) The parties represent that, in connection with the Contract, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the parties or any third party) by or on behalf of the parties.

15. Modern Slavery and Human Trafficking

If the Buyer is required to comply with the terms of the Modern Slavery Act 2015 and/or maintain a Slavery and Human Trafficking statement, then it warrants to the Company that it

shall do so and produce a copy of its Slavery and Human Trafficking statement at the Company's request.

16. Health and Safety

- a) The Buyer shall within 21 days of receipt of a request by the Company complete and return to the Company a written undertaking confirming that the Buyer will take specified steps sufficient to ensure so far as is reasonably practical that the Goods supplied by the Company will not, when incorporated into the Buyer's own business activities and operations, present any risk to health when properly used.
- b) The Goods shall not be regarded as being properly used for the purposes of Condition 16.a) above where they are used without regard to any relevant information or advice relating to their use provided by the Company to the Buyer.
- c) The undertaking provided by the Buyer to the Company under Condition 16.a) above together with the provisions of Conditions 16.b) and 16.c) shall have the effect of relieving the Company from the duty imposed upon the Company by section 6(a) of the Health & Safety at Goods Act 1974 to such extent as is reasonable having regard to the terms of the said undertaking.
- d) Insofar as the Company is under a duty pursuant to section 6 of the Health & Safety at Goods Act 1974 in respect of the design, manufacture and supply of an article for use at work, the Buyer shall be deemed to have been afforded by the Company a reasonable opportunity for the testing and examination of Goods prior to the delivery to the Buyer in respect of their safety and any risk to health, and the Buyer shall be deemed to have been afforded by the Company adequate information about the Goods in respect of the use for which they are designed and have been tested and of any conditions necessary to ensure that when put to use they will be safe and without risk to health (whether or not the said information has been requested by the Buyer).

17. Data Protection

The parties shall comply with the provisions of the Data Protection Act 1998 at all times, and the EU General Data Protection Regulation 2016/679 from 25 May 2018.

18. General

- a) The failure to exercise or delay in exercising by the Company of a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. Except as otherwise expressly provided in these Conditions, each of the remedies provided are cumulative and are in addition to any remedies that may be available at law.
- b) Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- c) The Buyer shall not be entitled to assign or sub-contract any of its rights or the obligations under the Contract, without the prior written consent of the Company. The Company may assign, license or sub-contract all or any part of its rights or obligation under the Contract without the Buyer's consent.
- d) The Conditions contain the entire agreement between the Company and the Buyer. All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.
- e) If any court or competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected. If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and to the greatest extent possible, achieves the parties' original commercial intention.
- f) Neither party shall be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking. Notwithstanding the foregoing, nothing in these Conditions shall

restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

- g) No terms of these Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Conditions is not subject to the consent of any third party.
- h) Any notice required to be given under these Conditions shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice at its registered address, or as otherwise specified by the relevant party by notice in writing to the other party.
- i) These Conditions and any dispute arising out of, or in connection with, it shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Conditions.