

Terms and Conditions of Sale

(LARGE PRINT VERSION AVAILABLE ON REQUEST)

1 Interpretation

1.1 In these Terms:

- %Buyer+** means the person or the business who purchases Products from the Seller and whose details are set out in the Order;
- %Contract+** means the agreement between the Seller and the Buyer for the sale and purchase of the Products incorporating these Conditions;
- %Goods+** means the Goods as set out in the Order which the Seller is to supply in accordance with these Terms;
- %Incoterms+** means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made;
- %IPR+** means Intellectual Property Rights which means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the Seller is or may be entitled; and (f) in whichever part of the world existing;
- %Order+** means any Written order for the Products placed by the Buyer and accepted by the Seller or any Written quotation for the Products made by the Seller and accepted by the Buyer within 30 days of such quotation being made;
- %Products+** means the Goods, the Services or both of them, as the case may be;
- %Seller+** means FMH Conveyors International Limited (company number 2997496) of Brunel Road, Earlstrees industrial Estate, Corby, Northamptonshire, NN17 4JW, registered company number 02997496, VAT number GB 653 1261 60;
- %Services+** means any services including any installation services as set out in the Order or which are to be purchased as ancillary to the supply of the Goods;
- %Terms+** means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;
- %VAT+** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of Products;
- %Writing+** and any similar expression, includes facsimile transmission and comparable means of communication.

- 1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2 Basis of the sale

- 2.1 The Seller shall sell and the Buyer shall purchase the Products in accordance with the Order subject to these Terms, which shall govern the Contract to the exclusion of any other terms.
- 2.2 These Terms supersede any previously issued terms and conditions of supply. No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract.
- 2.3 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.4 The Seller's employees or agents are not authorised to make any representations concerning the Products. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations.
- 2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Products which is not confirmed in Writing is followed or acted upon entirely at the Buyer's own risk, and the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.6 Any typographical error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3 Orders and specifications

- 3.1 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, at which point a legally binding contract will be formed.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Products within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of the Products and any specification for them shall be as set out in the Order.
- 3.4 If the Products are to be manufactured or any process is to be applied to the Products by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.5 The Seller reserves the right to make any changes in the specification of the Products which are required to conform with any applicable regulations or which do not materially affect their quality or performance.
- 3.6 No Order may be cancelled by the Buyer except with the Written agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as a result of cancellation.

4 Price of the Products

- 4.1 The price of the Products shall be as stated in the Order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time the Seller reserves the right to alter the price by giving Written notice to the Buyer.
- 4.2 The prices stated in any catalogue or price list are subject to alteration from time to time and in the event that the Order does not specify the price of the Products then the price will be that which is prevailing at the date when the Products are delivered.
- 4.3 The Seller may, by giving Written notice to the Buyer at any time before delivery, increase the price of the Products to reflect any increase in the cost to the Seller which is due to any factor beyond its control such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.4 Except as otherwise stated in the Seller's Written quotation or in any price list of the Seller, and unless otherwise agreed in Writing, all prices are given by the Seller on an Ex Works basis, and where the Seller agrees to deliver the Products otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 4.5 The price does not include VAT which will be charged in addition at the then applicable rate. The Buyer shall be liable to pay to the Seller VAT on the price of the Products.

5 Terms of payment

- 5.1 The Seller may invoice the Buyer for the price of the Products on or at any time after delivery of the Products, unless the Products are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Products, in which event the Seller shall be entitled to invoice the Buyer at any time after the Seller has notified the Buyer that the Products are ready for collection or the Seller has tendered delivery of the Products.
- 5.2 Unless agreed otherwise in Writing by the Seller, the Buyer shall pay the price of the Products in the currency set out in the Order. The Buyer shall pay the price of the Products within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Products has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.
- 5.3 If the Buyer fails to make any payment when due then (without limiting any other right or remedy) the Seller may:-
 - 5.3.1 Cancel the contract or suspend any further deliveries to the Buyer;
 - 5.3.2 Appropriate any payment made by the Buyer to such of the Products (or the Products supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 5.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8% per annum above Bank of England base rate from time to time, until payment in full is made.

6 Credit limit

- 6.1 The Seller may in its absolute discretion offer to or withdraw from the Buyer credit from time to time.

7 Delivery

- 7.1 The Products will be:
 - 7.1.1 made available for collection by the Buyer at the Seller's premises, or any other premises agreed in Writing, as set out in the Order; or
 - 7.1.2 delivered by or for the Seller to the delivery location on the date specified in the Order.
- 7.2 The Products will be deemed delivered:
 - 7.2.1 If collected by the Buyer under clause 7.1.1, on completion of loading at the Seller's or any other premises as agreed in Writing and set out in the Order;
 - 7.2.2 If delivered by the Seller under clause 7.1.2, on arrival of the Products at the delivery location specified in the Order.
- 7.3 The Buyer shall be responsible for making its premises available and prepared for delivery in accordance with the Seller's instructions set out in the Order and the Buyer shall ensure that there is sufficient access to the delivery location for the Seller or the carrier's vehicles. The Seller shall not be liable for any loss or expense suffered by the Buyer if the Buyer fails to comply with its obligation under this clause 7.3.
- 7.4 The Buyer will supply all necessary equipment for the unloading and positioning of the Products at the Buyer's expense.
- 7.5 The Seller will not be liable for any delay in or failure of delivery caused by the Buyer's failure to collect the Products from the Seller's premises.
- 7.6 Any dates quoted for delivery of the Products are approximate and the Seller shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Products may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.
- 7.7 Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.8 If the Seller fails to deliver the Products (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Products to replace those not delivered over the price of the Products.
- 7.9 If the Buyer fails to take delivery of the Products or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy, the Seller may:
 - 7.9.1 store the Products until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
 - 7.9.2 sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

8 Risk and title

- 8.1 Risk in the Goods will pass to the Buyer:

- 8.1.1 in the case of 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; or
- 8.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 8.2 Title to the Goods will pass to the Buyer once the Seller has received payment in full for the Goods and all other Products agreed to be sold by the Seller to the Buyer for which payment is then due.
- 8.3 Until title to the Goods has passed to the Buyer, the Buyer will:
 - 8.3.1 hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property;
 - 8.3.2 The Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 8.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

9 Warranties

- 9.1 The Seller warrants that, for a period of 12 months from delivery (the Warranty Period), the Products will:
 - 9.1.1 conform in all material respects to their description as set out in the Order; and
 - 9.1.2 be free from material defects in design, material and workmanship;
- 9.2 The Seller will, at its sole option, repair, replace or refund the price of defective Products, provided that and subject to clause 9:
 - 9.2.1 the Buyer informs the Seller in writing during the Warranty Period and within 7 days of discovery that some or all of the Products do not comply with clause 9.1;
 - 9.2.2 the Buyer gives the Seller a reasonable opportunity to examine the defective Products;
 - 9.2.3 the Buyer returns the defective Products to the Seller at the Buyer's expense.
- 9.3 These Conditions will apply to any Products repaired or replaced under clause 9.2.
- 9.4 The Seller will not be liable for any failure of the Products to comply with clause 9.1:
 - 9.4.1 where such failure arises by reason of fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions;
 - 9.4.2 to the extent caused by the Buyer's failure to comply with the Seller's instructions as to: (i) storage, installation, commissioning, use or maintenance of the Products, or (ii) good practice in relation to the storage, installation, commissioning, use or maintenance of the Products;
 - 9.4.3 to the extent caused by the Seller following any design or specification or requirement of the Buyer in relation to the Products;
 - 9.4.4 if the Buyer has not paid the total price for the Products;
 - 9.4.5 where the Buyer repairs or alters any Products without the Seller's prior Written agreement; or
 - 9.4.6 where the Buyer uses any of the Products after notifying the Seller that it does not comply with clause 9.1.
- 9.5 Except as set out in this clause 9:
 - 9.5.1 the Seller gives no warranty in relation to the Products; and
 - 9.5.2 will be under no liability for their failure to comply with the warranty in clause 9.1.
- 9.5.3 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 9.6 In particular, the conditions implied by sections 13, 15 of the Sale of Goods Act 1979 and sections 3-5 and 13-15 of the Supply of Goods and Services Act 1982 are expressly excluded.
- 9.7 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10 Liability

- 10.1 The Seller does not exclude its liability:
 - 10.1.1 for death or personal injury caused by its negligence; or
 - 10.1.2 for breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982; or
 - 10.1.3 for defective products under the Consumer Protection Act 1987; or
 - 10.1.4 for fraud or fraudulent misrepresentation.
- 10.2 The Seller will be liable to the Buyer for direct damage to tangible property in an amount which will not exceed 200 per cent of the price for the Products concerned per incident or series of related incidents caused by the failure of any Products as supplied by the Seller to the Buyer, to comply with the specification set out in the Order applicable product liability laws or regulations in force at the date of delivery.
- 10.3 Neither party will be liable for:
 - 10.3.1 loss of data or use;
 - 10.3.2 any form of indirect, consequential or special loss; or
 - 10.3.3 any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect;and, in each case, however arising.
- 10.4 Other than as set out above, the Seller limits its liability (however arising) in respect of or in connection with the Products and otherwise in connection with the Contract, to £50,000.

11 Force Majeure

- 11.1 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products, if the delay or failure was due to any cause beyond the Seller's reasonable control, including without limitation: act of God, explosion, flood, lightning, earthquake or other natural disaster, tempest, fire; war or threat of war, riot or civil unrest, strike, lockout or boycott or other industrial action, sabotage, insurrection, laws, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes, difficulties in obtaining raw materials, labour, fuel, water, transport, equipment or telecommunications service, parts or machinery; power failure or breakdown in machinery (Force Majeure Event+).
- 11.2 If the Seller is or will be unable to perform its obligations due to a Force Majeure Event, the Seller may terminate the Contract on immediate notice to the Buyer.

12 Intellectual Property Rights

- 12.1 The Seller will defend or, at its option, settle any action brought against the Buyer arising from any claim that the use of the Products by the Buyer in accordance with the Contract infringes any third party IPR.
- 12.2 The Seller's obligations under clause 12.1 will not apply to Products modified or used by the Buyer other than in accordance with these Conditions. The Buyer will indemnify the Seller against all reasonable costs and expenses incurred by the Seller in connection with any claim arising from such modification or use.
- 12.3 The Seller's obligations under clause 12.1 are conditional on the Buyer:
- 12.3.1 promptly advising the Seller in writing of any claim or action;
- 12.3.2 making no admission as to, or settlement or compromise of any claim or action without the Seller's prior written consent;
- 12.3.3 giving the Seller sole conduct of any defence and any settlement negotiations; and
- 12.3.4 co-operating fully with the Seller and providing the Seller with all reasonable assistance in the defence or settlement of such claim or action.
- 12.4 The Buyer's reasonable costs of compliance with clauses 12.3.3 and 12.3.4 will be paid by the Seller.
- 12.5 All specifications provided by the Buyer and all IPR in the Products made by the Seller in accordance with such specifications shall vest in and remain at all times the property of the Seller. The Buyer hereby assigns (or shall procure the assignment) to the Seller absolutely, with full title guarantee, all rights, title, and interest in any such IPR, and the Buyer will do all such things and sign all documents necessary in the Seller's opinion to so vest all such IPR in the Seller, and to enable the Seller to defend and enforce such IPR and the Buyer shall at the Seller's request waive or procure a waiver of applicable moral rights. If any third party claims that the Product made by the Seller for the Buyer in accordance with the Buyer's specification infringes the IPR of that third party, the Buyer shall indemnify the Seller from and against any losses incurred by the Seller as a result of such claim.
- 12.6 The provisions of this clause 12 set out the Seller's entire liability and the Buyer's sole right in respect of third IPR infringement claims or actions.

13 Termination

- 13.1 The Contract may be terminated forthwith at any time by the Seller on Written notice to the Buyer if:
- 13.1.1 the Buyer commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or if capable of remedy is not remedied within 14 days of written notice to do so;
- 13.1.2 the Buyer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due;
- 13.1.3 the Buyer (a) negotiates with its creditors for rescheduling of its debts, (b) makes a proposal to or compounds with its creditors in respect of its debts other than solely by way of solvent amalgamation or reconstruction or (c) makes an application to court for protection from its creditors generally;
- 13.1.4 the Buyer passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other (other than solely in relation to a solvent amalgamation or reconstruction);
- 13.1.5 a receiver or administrative receiver may be or is appointed in relation to the Buyer or any of its assets;
- 13.1.6 any creditor of the Buyer attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the Buyer's assets, and such attachment or process is not discharged within 14 days;
- 13.1.7 the Buyer takes or suffers any action similar to any of the above in any jurisdiction;
- 13.1.8 there is a material change in the management, ownership or control of the Buyer;
- 13.1.9 the Buyer suspends trading, ceases to carry on business, or threatens to do either;
- 13.1.10 the Buyer, (being an individual) dies or ceases to be capable of managing his own affairs; or
- 13.1.11 the Buyer is subject to a Force Majeure Event under clause 11.
- 13.2 In addition to its rights under clause 13.1 the Seller may terminate the Contract at any time immediately on written notice to the Buyer if the Buyer has failed to pay any amount due under the Contract.
- 13.3 On termination of the Contract for any reason:
- 13.3.1 the Buyer will immediately pay all invoices of the Seller then outstanding and not disputed in good faith;
- 13.3.2 the Seller will, within 7 days, invoice the Buyer for all Products delivered or provided but not yet invoiced and the Buyer will pay such invoice within a further 7 days (unless the invoice is disputed in good faith);
- 13.3.3 Buyer will forthwith return any materials of the Seller then in its possession or control; if it fails to do so, the Seller may enter onto any premises owned by or under the control of the and take possession of them;
- 13.3.4 the accrued rights and liabilities of the parties will not be affected; and
- 13.3.5 any clause which expressly or by implication are to survive termination will do so.

14 Confidential Information

- 14.1 Confidential Information+ means any commercial, financial or technical information, information relating to Products, plans, software, designs, ideas, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract
- 14.2 The Seller shall keep confidential all Confidential Information of the Buyer and will only use the Buyer's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:
- 14.2.1 any information which was in the public domain at the date of the Contract;

- 14.2.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 14.2.3 any information which is independently developed by the Seller without using information supplied by the Buyer; or
- 14.2.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 14.3 This clause will remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.

15 Export terms

- 15.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Terms, but if there is any conflict between the provisions of Incoterms and these Terms, the latter shall prevail.
- 15.2 Where the Products are supplied for export, the provisions of this clause 15 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Terms.
- 15.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties on them.
- 15.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered Ex Works.
- 15.5 If the Seller agrees to deliver the Goods otherwise than Ex Works the Seller shall be under no obligation to give notice under section 32(3) Sale of Goods Act 1979.
- 15.6 The Buyer shall be responsible for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 15.7 The Buyer will promptly obtain and maintain all licences, clearances and other consents that are necessary for the supply of the Goods (including import licences).
- 15.8 Without limiting clause 15.8, the Buyer will at its own cost provide to the Seller, or (where local laws or regulations require the Seller to do so) assist the Seller in procuring, any documents necessary under applicable laws and regulations for the Seller to export the Goods to the delivery location specified in the Order in accordance with such laws and regulations.
- 15.9 Each party shall comply with the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction (~~the~~ Bribery Laws) and each party shall use all reasonable endeavours to ensure that:
 - 15.9.1 all of that party's personnel;
 - 15.9.2 all of that party's subcontractors; and
 - 15.9.3 all others associated with that party, involved in supplying the Products for or on behalf of that party or otherwise involved with the Contract so comply.
- 15.10 Without limitation to the above clause 15.9:
 - 15.10.1 neither party shall offer or give or request, agree to receive or accept any bribe, other improper payment or advantage or bribe any UK or foreign public official in breach of applicable Bribery Laws; and
 - 15.10.2 each party shall implement, maintain and enforce adequate procedures designed to prevent persons associated with that party engaging in conduct which contravenes the Bribery Laws.

16 General

- 16.1 Time
- 16.1.1 Unless stated otherwise in Writing, time is not of the essence of any date or period specified in these Conditions, the Order or otherwise in the Contract.
- 16.2 No set-off
- 16.2.1 All payments by the Buyer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.
- 16.3 Relationship
- 16.3.1 The parties are independent businesses and not principal and agent, partners, or employer and employee.
- 16.4 Severability
- 16.4.1 If any part of the Contract is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Contract and the remaining provisions of the Contract will otherwise remain in full force.
- 16.5 Notices
- 16.5.1 Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received: (a) by first-class post: two Business Days after posting; (b) by airmail: seven Business Day after posting;
- 16.5.2 by hand: on delivery; (c) by facsimile: on receipt of a successful transmission report from the correct number; and (d) by e-mail: on receipt of a delivery or read receipt mail from the correct address.
- 16.6 Waiver
- 16.6.1 No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 16.7 Rights of Third Parties
- 16.7.1 The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.8 Priority
- 16.8.1 In the event of conflict, the terms of these Conditions prevail over those of the Order, including its schedule (if any).
- 16.9 Entire Agreement
- 16.9.1 The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.
- 16.10 Succession
- 16.10.1 The Contract will bind and benefit each party's successors and personal representatives.
- 16.11 Governing Law & Jurisdiction

16.11.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

16.11.2 The parties irrevocably agree that the courts of England and Wales non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation.

I acknowledge agreement to the above terms and conditions of sale:

o o o o o o o o o o ..o o o o o o o o o o o o o o o .o o o Signed

o Printed Name

For and on behalf of o [Company Name]

o Date