

BeA Fastening Systems Limited

Terms & Conditions for the Supply of Goods (2014 edition)

Your attention is drawn in particular to the provisions of Condition 12 below.

1. Definitions

1.1 In these terms and conditions (**Conditions**) the following words and expressions shall have the following meanings:-

Contract the contract between you and us for the sale and purchase of the Goods, incorporating these Conditions;

Goods the goods we agree to supply to you (including any instalment of those goods or part of them) under the terms of the Contract;

Insolvency Event has the meaning given to that expression in Condition 10.7;

Order the order placed by you with us for purchase of the Goods;

Order Acknowledgement the written acknowledgement/confirmation of the Order (if any) we send you upon acceptance of the Order by us;

We/ us / our means BeA Fastening Systems Limited (company number 1055930) whose registered office is at Behrens House, Plaxton Bridge Road, Woodmansey, Beverley, East Yorkshire HU17 0RT;

You / your means you, the company or business purchasing the Goods from us.

1.2 In these Conditions, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 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.

1.2.4 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.

1.2.5 A reference to writing or written includes faxes and e-mails.

2. General

- 2.1 Subject to any variation under Condition 2.3, the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which you seek to apply under any written Order, confirmation of Order, specification or other document).
- 2.2 No terms or conditions endorsed upon, delivered with or contained in your written Order, confirmation of Order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to all our sales and any variation to these Conditions and representations about the Goods shall have no effect unless expressly agreed in writing and signed by one of our directors.
- 2.4 We are prepared to receive the Order by telephone but will be under no liability whatsoever for any error or omission claimed by you to have arisen in relation to a telephone Order.
- 2.5 Each Order shall be deemed to be an offer by you to purchase Goods subject to these Conditions.
- 2.6 No Order will be deemed to be accepted by us until an Order Acknowledgement is issued by us or (if earlier) we deliver the Goods to you. Orders are accepted by us subject to availability of products and supplies from our suppliers required to fulfil the Contract.
- 2.7 You must ensure that the terms of your Order and any applicable specification are complete and accurate, and you are responsible for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with its terms.
- 2.8 Any quotation is given on the basis that no contract will come into existence until we despatch an Order Acknowledgement to you. Any quotation is valid for a period of 30 days only from its date, provided that we have not previously withdrawn it.
- 2.9 The Contract (and/or any Goods or instalments of Goods comprised in the Contract) may only be cancelled by you with our prior written consent. Upon cancellation by you, we are entitled to invoice you for all work carried out to date by us under the Contract, including any costs and expenses incidental to that work.
- 2.10 To ensure that any advice or recommendations required by you are given by an appropriate representative on our staff, you acknowledge that any advice or recommendations given by us, our employees or agents to you or your employees or agents as to the storage, application or use of the Goods, which is not confirmed in writing by us, is followed or acted upon entirely at your own risk. Accordingly we will not be liable for any adverse results of any such advice or recommendation which has not been so confirmed in writing.

3. Description

- 3.1 The description of the Goods shall be as set out in our quotation or any specification we supply to you.

- 3.2 All drawings, descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in any catalogue, brochure, leaflet or correspondence issued by us are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract.
- 3.3 Any samples given by us correspond with the Goods as far as is reasonably possible given the nature of the Goods, but this is not a sale by sample and the samples are not to be treated as forming part of the Contract.
- 3.4 We reserve the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or regulatory requirements or, where the Goods are to be supplied to our specification, which do not materially affect their quality or performance.

4. Price

- 4.1 The price payable for the Goods shall be the price specified in the Order Acknowledgement, or (if no price is specified or no Order Acknowledgement is submitted to you) the price for the Goods shall be our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our published price list current at the date of delivery or deemed delivery (the **Price**).
- 4.2 The Price shall be exclusive of VAT and any other similar taxes which you are additionally liable to pay to us.
- 4.3 Unless otherwise specifically stated in the Order Acknowledgement, the Price is exclusive of all costs or charges in relation to loading, unloading, carriage to your premises, packaging and insurance and accordingly where it has been expressly agreed that we deliver the Goods to your premises pursuant to Condition 8.1, you will be responsible for payment of all the aforementioned costs and charges when you are due to pay the Price.
- 4.4 We may at any time increase the Price by an amount equal to the increase in our costs in carrying out our obligations under the Contract which is due to any factor beyond our control (including but not limited to any significant increase in raw material, labour or energy costs or other costs of manufacture, any foreign exchange fluctuation, currency regulation or alteration of duties) and a proportionate increase in Price required to preserve our profit margin. Where delivery is by instalments, we may increase the Price as stated in this Condition in respect of any Goods undelivered at that time.
- 4.5 In circumstances where we purchase or provide special tooling to manufacture any Goods in accordance with your Order then, unless agreed by us in writing, the cost of purchasing or providing such tooling will be charged to you and paid for by you (in addition to the Price of the Goods) when you are due to pay the Price. Any such tooling paid for by you shall unless otherwise agreed between us and you be used exclusively for the production of your Orders.

5. Additional Costs

- 5.1 You agree to indemnify us on demand against any loss or extra cost we incur as a result of:

- 5.1.1 any variations or additions made to the Goods (including to any specification or drawings relating to the Goods) or any other changes requested by you which affect our manufacturing programme and/or delivery dates;
- 5.1.2 your instructions or lack of instructions; or
- 5.1.3 any act or default by you, your agents, sub-contractors or employees.

6. Intellectual Property

- 6.1 You agree to indemnify us against all loss, costs, claims, expenses and damages awarded against or incurred by us arising out of any alleged infringement of any patent, trade mark, registered design, design right, copyright or other industrial or intellectual property rights of any other person arising out of the manufacture or sale of Goods which are made to your specification or special requirements (including without limitation the application of any process).
- 6.2 All written information, drawings, artwork, images and diagrams (excluding the Goods themselves) prepared by us in relation to the supply of Goods and the copyright therein and all other items owned by us and used in the production of the Goods shall remain our property and must be returned to us by you on demand. All such information must be treated as confidential and shall not be copied or reproduced or disclosed to any third party without our prior written consent.
- 6.3 You must ensure that your employees, servants and agents and all those under your control and supervision shall comply with the obligations of confidentiality contained at Condition 6.2.
- 6.4 The supply of Goods by us shall not confer any right upon you to use any of our trade marks (except in the re-sale of the Goods in the packaging supplied by us), or any of our patents, design rights or other industrial or intellectual property rights, and at all times such patents, trade marks, design rights and other industrial or intellectual property rights shall remain our property (or that of our suppliers).

7. Payment

- 7.1 Unless otherwise stated in the Order Acknowledgement, we are entitled to invoice you for the Price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by you or you wrongfully fails to take delivery of the Goods, in which event we are entitled to invoice you for the Price at any time after we have notified you that the Goods are ready for collection or (as the case may be) we have tendered delivery of the Goods.
- 7.2 Unless otherwise stated in the Order Acknowledgement or otherwise agreed in writing with us, you shall pay the Price on or before the date 30 days after the end of the calendar month in which our invoice in respect thereof is dated PROVIDED ALWAYS that payment shall become due on demand in any event forthwith upon the occurrence of any of the events referred to in Condition 10.7. We are entitled to recover the Price notwithstanding that delivery may not have taken place and/or the property in the Goods has not passed to you.
- 7.3 If upon the terms of the Contract monies due are payable in instalments, a default by you of the payment of any instalment due shall cause the whole of the balance of the sums due to become due forthwith.

- 7.4 The sums due to us under the Contract shall, save and except for any deductions specifically authorised in writing by us, be due in full to us in accordance with the terms of the Contract and you shall not be entitled to make any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by us to you.
- 7.5 The time of payment of the Price (and any other sums due from you to us pursuant to the Contract or these Conditions) shall be of the essence of the Contract.
- 7.6 If you fail to make any payment on the due date or an Insolvency Event occurs in relation to you (or if we have reasonable cause to believe that any of these events is likely to occur) then, without prejudice to any other right or remedy available to us, we are entitled to:
- 7.6.1 cancel the Contract or suspend any further deliveries to you;
 - 7.6.2 appropriate any payment made by you to such of the Goods (or any goods supplied under any other contract between you and us) as we may think fit (notwithstanding any purported appropriation by you);
 - 7.6.3 to repossess any Goods already delivered to you (as detailed in Condition 10.7 below);
 - 7.6.4 claim and charge you interest (and reasonable compensation for debt recovery costs) under the terms of The Late Payment of Commercial Debts (Interest) Act 1998 and any enactment, order, regulation or other statutory instrument made thereunder on the amount unpaid from the due date for payment until payment is made in full, whether before or after any judgement; and/or
 - 7.6.5 in relation to any future Order or contract or the balance of any Goods under the Contract, to require you to make payment of the Price in full in advance of delivery.
- 7.7 We are entitled to withhold an amount equal to any amount due from you to us from any amount due from us to you on any account whatsoever and any term of any contract between you and us that is inconsistent with this Condition will be deemed to have been amended accordingly.
- 7.8 No payment shall be deemed to have been received until we receive cleared funds.
- 7.9 Notwithstanding any other provisions in these Conditions, you are entitled to open a trading/credit account with us only with our prior agreement, which agreement shall include us making appropriate enquiries and being satisfied as to your creditworthiness. We are entitled to cancel or amend the level of any credit granted to you in our sole discretion by notifying you. If you do not have a trading/credit account with us, you must pay to us an advance deposit in respect of the Price of the Goods prior to delivery (in such amount as is specified by us), and the balance of the Price (and any other sums due from you to us pursuant to the Contract or these Conditions) must be paid in full on delivery or collection of the Goods.
- 7.10 In the event that any cheque issued to us by you in payment of any amount due under the Contract is dishonoured, we shall recharge to you all related charges imposed upon us by our bankers.

8. Delivery

- 8.1 Unless specifically agreed in writing between the parties, delivery of the Goods shall take place by you (or your nominated carrier) collecting the Goods at our place of business at any time after we have notified you that the Goods are ready for collection. In circumstances where it is agreed (in accordance with the foregoing) that delivery of the Goods is to be made by us, this shall be effected by us (or our agents) delivering the Goods (by a method of transport we think suitable) to your address specified in the Order Acknowledgement (or such other place agreed in writing by the parties).
- 8.2 The date (or dates) for delivery of the Goods shall be the relevant date (or dates) specified in the Order Acknowledgement or (if no Order Acknowledgement is used, or no date(s) are specified therein) the delivery date (or dates) shall be as otherwise specified by us in writing. If no dates are so specified, delivery will be within a reasonable time. The Goods may be delivered in advance of any quoted delivery date, provided we give you reasonable advance notice.
- 8.3 Where delivery is to be made by us or our agents you will provide safe and proper means of access to your delivery points and for any vehicles used by us or our agents. You are responsible for unloading the Goods from the vehicle, and shall provide all necessary personnel, equipment, means or facilities for the reception and unloading of the Goods (including where reasonably needed the attendance of your representatives at such delivery). If you do not comply with any of your obligations under this Condition 8.3, we are entitled to withhold delivery and/or to charge you for any additional costs and time thereby incurred by us.
- 8.4 We will use reasonable efforts to meet delivery dates, but dates for delivery are estimates only and delivery is subject to performance by our own suppliers and (where applicable) haulage contractors, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of Goods that is caused by a Force Majeure Event (of the kind described in Condition 15) or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. Delays will not entitle you to terminate or rescind the Contract unless such delay exceeds 180 days.
- 8.5 If you fail to collect the Goods within 3 working days of us notifying you that the Goods are ready (where you are collecting the Goods), or if you refuse or fail to take delivery of the Goods within your normal working hours on the date of delivery, or if we are unable to deliver the Goods on time because you have not provided us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods (where we have agreed to deliver the Goods) then, except where such failure or delay is caused by a Force Majeure Event (of the kind described in Condition 15) or by our failure to comply with our obligations under the Contract:
- 8.5.1 delivery of the Goods shall be deemed to have been completed; and
- 8.5.2 we will store the Goods until collection or delivery takes place (as appropriate), and charge you for all related costs and expenses (including insurance and any additional delivery costs).
- 8.6 If 10 working days after the day on which we notified you that the Goods were ready for delivery, you have not collected or taken delivery of them (as appropriate), we

may resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.

- 8.7 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

9. Return of Goods

Without prejudice to the provisions of Condition 11 below, Goods supplied in accordance with the Contract cannot be returned without our prior written authorisation. Duly authorised returns shall be sent to only such address as we shall notify to you and only at your expense.

10. Passing of Title & Risk

- 10.1 Risk of damage to or loss of the Goods shall pass to you:

10.1.1 in the case of Goods to be delivered at our premises, at the time when we notified you that the Goods are available for collection; or

10.1.2 in the case of Goods to be delivered otherwise than at our premises, at the time of delivery; or

10.1.3 if you wrongfully refuse or fails to take delivery of the Goods or in any of the other circumstances described in Condition 8.5, at the time when we have tendered delivery of the Goods (or, if appropriate, when the Goods would have been delivered but for your default).

- 10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to you (and we therefore retain title to and continue to own the Goods) until we have received payment in full for all sums due under this Contract and all other sums which are or which become due to us from you on any account.

- 10.3 Until such time as title to the Goods has passed to you pursuant to Condition 10.2 the Goods must be stored separately from any goods belonging to you or any third party (at no cost to us), must be kept clearly marked as being our property and you shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.

- 10.4 Until title to the Goods has passed to you pursuant to Condition 10.2, if you are a distributor or reseller you are entitled to sell the Goods in the ordinary course of your business (which in the case of a sale must be at the full market value of the Goods) and any such sale will be a sale of our property on your own behalf and you shall deal as principal when making such a sale. If you are an end-user of the Goods, then until title to the Goods has passed to you pursuant to Condition 10.2, you may use the Goods in the ordinary course of your business but you are not entitled to sell the Goods.

- 10.5 You must insure the Goods (with our name noted on the policy until title passes pursuant to Condition 10.2, or until we retake possession of them) from the time that risk passes and shall produce the policy to us for inspection on request. Until title to the Goods passes to you as aforesaid, you must hold any proceeds of such insurance on trust for us and not mix them with any other money, nor pay such

proceeds into an overdrawn bank account. If you fail to insure the Goods, we may do so and recover the cost from you.

10.6 Save as expressly provided in this Condition 10, you must not assign, lease, pledge, charge or grant rights to third parties over the Goods in any way until they have been paid for in full by you, but if you do so all monies owing by you to us shall (without prejudice to any other right or remedy we may have) forthwith become due and payable.

10.7 If you compound with your creditors, execute an assignment for the benefit of your creditors, have a bankruptcy order made against you or, being a company, enter into voluntary or compulsory liquidation or have an administrator or administrative receiver or receiver appointed over all or part of your assets or take or suffer any similar action in consequence of debt or becomes insolvent (each an **Insolvency Event**) or if you encumber or in some way charge any of the Goods (or if we have reasonable cause to believe that any of these events is likely to occur), your right to possession of the Goods shall terminate immediately, and we shall have the right, without prejudice to any other remedies:-

10.7.1 to enter without prior notice any premises where Goods may be and to repossess and dispose of any Goods so as to discharge any sums owed to us by you under the Contract or any other contract; and

10.7.2 to require you not to resell or part with possession of any Goods owned by us until you have paid in full sums owed by you to us under the Contract or any other contract; and

10.7.3 to cancel the Contract or suspend any further deliveries to you.

10.8 Unless we expressly elect otherwise, any contract between you and us for the supply of Goods shall remain in existence notwithstanding any exercise by us of our rights under this Condition.

10.9 You hereby irrevocably licence us, our agents and employees to enter any premises occupied by you where we reasonably believe Goods are stored at any time to inspect them, or, where your right to possession has terminated, to remove such Goods.

10.10 Until such time as property in the Goods passes to you, we are entitled at any time to require you to deliver the Goods to us, and you shall comply with any such request as soon as practicable thereafter.

11. Quality

11.1 Subject to the other provisions of these Conditions, we warrant that all Goods will at the time of delivery:

11.1.1 correspond in all material respects with their specification;

11.1.2 be free from material defects in design, material and workmanship; and

11.1.3 be fit for any purpose we specify.

11.2 In addition to the warranties in Condition 11.1, we warrant that all Goods which are tools will for a period of 12 months from the time of delivery be free from material

defects in design, material and workmanship. (Please note that the warranty in this Condition 11.2 applies to tools only and therefore excludes all consumables such as staples, nails, clips or other fasteners, gas consumables, hot melt adhesives, timber connectors/builders' metals, spare parts and accessories).

11.3 We will at our option refund the Price at the *pro rata* contract rate or repair or replace free of charge any Goods which do not conform with the relevant warranty in Conditions 11.1 or 11.2 provided:-

11.3.1 you comply with the provisions of Condition 11.5; and

11.3.2 the Goods (or the part of the Goods which are defective) are returned to us at your own expense, as we may request; and

11.3.3 you do not make any further use of such Goods (or the part of the Goods which are defective) after giving notice pursuant to Condition 11.5; and

11.3.4 the defect has not arisen because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or any related tools (if there are none) good trade practice regarding the same; and

11.3.5 you have not altered or repaired such Goods without our written consent; and

11.3.6 the defect has not arisen from any drawing, design or specification supplied by you in relation to the Goods; and

11.3.7 the Goods do not differ from specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

11.4 Except as provided in this Condition 11, we will have no liability to you in respect of the Goods' failure to comply with the warranties set out in Condition 11.1 or 11.2.

11.5 We will not be liable for a breach of any warranty in Condition 11.1 or 11.2 unless:

11.5.1 (whether or not delivery is refused by you) you give written notice of the defect to us, and (if the defect is as a result of damage in transit) to the carrier, within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure; and

11.5.2 we are given a reasonable opportunity after receiving the notice to examine the Goods concerned and you (if asked to do so by us) return the Goods (or the part of the Goods which are defective) to our place of business at your cost for the examination to take place there.

If you do not notify us in accordance with this Condition 11.5, you are not entitled to reject the Goods and we shall have no liability for such defect or failure, and you are bound to pay the Price and any additional costs specified in the Contract or as provided in these Conditions as if the Goods had been delivered in accordance with the Contract.

11.6 Where the Goods are to be delivered by instalments, any defect in any instalment shall not entitle you to cancel the remainder of the instalments.

- 11.7 Where we are not the manufacturer of the Goods, we will endeavour upon request to transfer to you the benefit of any warranty or guarantee given to us by our suppliers.
- 11.8 Where we agree to repair or replace Goods in accordance with this Condition 11, any date or period specified for delivery under the Contract shall be extended by such period as we may reasonably require.
- 11.9 You warrant and represent to us that you have complied with all applicable statutes, Orders or council regulations or directions relevant to the Contract, and in particular that you have lawfully obtained every necessary licence, permit or authority that may be required.

12. Limitation of Liability

- 12.1 Subject to Conditions 8, 11 and 13, the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

12.1.1 any breach of these Conditions;

12.1.2 any use made or resale by you of any of the Goods, 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 the Contract.

- 12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

- 12.3 Nothing in these Conditions excludes or limits our liability:

12.3.1 for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); or

12.3.2 for fraud or fraudulent misrepresentation; or

12.3.3 for defective products under the Consumer Protection Act 1987; or

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

- 12.4 Without prejudice to Condition 12.3:

12.4.1 in no event will we be liable to you in contract, tort or otherwise including any liability for negligence for:

(i) any loss of revenue, business, anticipated savings or profit or any loss of use or value; or

(ii) production downtime costs, loss of data or data restoration costs, or

(iii) for any indirect or consequential loss,

in each case, however caused, and even if foreseeable (“**anticipated savings**” denotes any expense which you expected to avoid incurring or to incur in a lesser amount than would otherwise have been the case); and

12.4.2 our total liability to you 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 under the Contract.

13. Non-Delivery

13.1 The quantity of any consignment of Goods as recorded by us upon despatch from our place of business shall be conclusive evidence of the quantity received by you on delivery, unless you can provide conclusive evidence proving the contrary.

13.2 We will not be liable for any non-delivery of Goods or shortages or discrepancies in the quantity of Goods (even if caused by our negligence) unless written notice is given to us within 7 days of the date when the relevant Goods would in the ordinary course of events have been received.

13.3 Any liability for non-delivery of Goods or shortages or discrepancies in the quantity of any Goods shall be limited to replacing any relevant Goods within a reasonable time or issuing a credit note at the *pro rata* Contract rate against any invoice raised for such Goods.

14. Communications

14.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission (fax) or via email:

14.1.1 (in case of communications to us) to our registered office specified in Condition 1.1 above, or to such changed address as shall be notified to you by us from time to time; or

14.1.2 (in the case of the communications to you) to your registered office (if you are a company) or (in any other case) to your address set out in any document which forms part of this Contract or such other address as may be notified to us by you from time to time.

14.2 Communications shall be deemed to have been received:

14.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

14.2.2 if delivery by hand, on the day of delivery;

14.2.3 if sent by fax or email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

15. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable

control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of carriers, suppliers or subcontractors.

16. Sub-Contracting

- 16.1 You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all or any of your rights or obligations under the Contract without our prior written consent.
- 16.2 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights or obligations under the Contract..

17. General

- 17.1 **Remedies.** Each right or remedy we may have under the Contract is without prejudice to any other right or remedy we may have whether under the Contract or not.
- 17.2 **Severance.** If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.
- 17.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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.
- 17.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms
- 17.6 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.
- 17.7 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law.
- 17.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in

connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).