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Cambridgeshire
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Registered No 832125
England & Wales

CONDITIONS OF SALE

1. INTERPRETATION

Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 22.6.

Contract: the contract between Us and You for the sale and purchase of Goods in accordance with these Conditions.

Force Majeure Event: has the meaning given in clause 19.

Goods: the Goods (or any part of them) set out in the Order.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: your order for the Goods, as set out in your purchase order form or overleaf (as the case may be).

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing between You and Us.

We/Our/Us: Webtec Products Limited (registered in England and Wales with company number 00832125).

WEEE Directive: Directive 2002/96/EC on Waste Electrical and Electronic Equipment.

You: the person or firm who purchases Goods from Us.

- 1.1 In these Conditions, the rules of construction in this clause apply:
A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.1.1 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

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

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.2 The Order constitutes an offer by You to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of your Order and any applicable Specification are complete and accurate.
- 2.3 Neither estimates, quotations nor any other documents or oral statements put forward by Us or on our behalf constitute an offer. The Order shall only be deemed to be accepted when We issue a written acceptance of the Order (Acceptance), at which point the Contract shall come into existence.
- 2.4 Where no other quotation validities have been agreed, a quotation shall only be valid for a period of 30 Business Days from its date of issue.
- 2.5 The Contract constitutes the entire agreement between You and Us. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract.
- 2.6 Any samples, drawings, descriptive matter, or advertising produced by Us other than a Webtec Technical Bulletin are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3. CANCELLATION

- 3.1 You may only cancel an Order by giving Us 5 Business Days' prior written notice.
- 3.2 If You cancel an Order after Acceptance or seek to revise any specified delivery date, then You shall be liable for all costs, expenses and losses incurred by Us (including but not limited to loss of profit) resulting from such cancellation or revision which shall be payable immediately on cancellation.
- 3.3 Any payment made out of the provision of this clause 3 to secure the cancellation of the Contract shall be without prejudice to our right to recover any other costs, expenses or losses suffered by Us as a result of such cancellation.
- 3.4 You shall also be liable for all costs and expenses incurred by Us on account of revisions of delivery dates due to lack of information from You and We reserve the right in such circumstances to adjust any price quoted by Us.

4. GOODS

- 4.1 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by You, You agree to indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us in connection with any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the Specification. This clause 4.1 shall survive termination of the Contract.
- 4.2 We reserve the right to amend the Specification alter or modify the design or layout of the Goods (or any part thereof) as set out in any quotation if required by any applicable statutory or regulatory requirements.

5. SUITABILITY

- 5.1 The Goods are not designed for use in life support appliances or systems where malfunction of the Goods can reasonably be expected to result in personal injury. Customers using or selling the Goods for use in such appliances or systems do so at their own risk.
- 5.2 You agree to fully indemnify Us for any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by Us arising out of your breach of clause 5.1 and We shall have no liability to You or any third party in respect thereof.

6. DRAWINGS, ETC.

All weights, measurements, powers, capacities and other particulars of Goods offered by Us, whether contained in illustrations or drawings, accompanying our tender or contained in our catalogues, price lists or advertisements, are stated in good faith as being approximately correct, but You acknowledge there may be small deviations therefrom shall not be grounds for not accepting the Goods or otherwise cancel any contract concluded between Us, or be the basis of any claim against Us.

7. TESTS

All Goods will be subject to standard works test as set out in the Acceptance prior to delivery which will be final and conclusive. Any additional tests required by You must be specified in your Order (subject to acceptance by Us) and will be charged for at Our then current rates.

8. WARRANTIES

- 8.1 We warrant that on delivery the Goods shall:
- 8.1.1 conform in all material respects with their description and any applicable Specification;
- 8.1.2 be free from material defects in design, material and workmanship;
- 8.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 8.1.4 be fit for any purpose held out by Us.
- 8.2 Subject to clause 8.3, if:
- 8.2.1 You give Us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.1;
- 8.2.2 We are given a reasonable opportunity of examining such Goods; and
- 8.2.3 You return such Goods to Our place of business at your cost, We shall, at Our option, repair or replace the defective Goods (or parts thereof), or refund the price of the defective Goods in full.
- 8.3 We shall not be liable for Goods' failure to comply with the warranty set out in clause 8.1 in any of the following events:
- 8.3.1 You making any further use of such Goods after giving notice in accordance with clause 8.2;
- 8.3.2 the defect arises because You have failed to follow Our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 8.3.3 the defect arises as a result of Us following any drawing, design or Specification supplied by You;
- 8.3.4 You alter or repair such Goods without our prior written consent;
- 8.3.5 the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or

- 8.3.6 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.4 All other warranties and conditions implied by common law, statute or trade usage are hereby excluded to the fullest extent permitted by law.

8.5 Any defective materials which have been replaced by Us, free of charge, shall become Our property.

8.6 Except as provided in this clause 22.7, We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 8.1.

8.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.8 These Conditions shall apply to any repaired or replacement Goods supplied by Us.

9. DELIVERY

9.1 The dates and times for delivery are set out in the Acceptance (Delivery Date) and We shall deliver the Goods to the location specified in the Acceptance (Delivery Location).

9.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

9.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

9.4 If We fail to deliver the Goods, Our liability shall be limited to the costs and expenses incurred by You in obtaining replacement Goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

9.5 If You fail to accept delivery of the Goods then, except where such failure or delay is caused by a Force Majeure Event or Our failure to comply with Our obligations under the Contract:

9.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day after the Delivery Date; and

9.5.2 We shall store the Goods until delivery takes place, and charge You for all related costs and expenses (including insurance).

9.6 If 10 Business Days after the Delivery Date You have not accepted delivery of them, we may resell or otherwise dispose of part or all of the Goods.

9.7 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 shall not entitle You to cancel any other instalment.

9.8 If prices are stated as being 'ex-works' the price includes packing but You shall be responsible for arranging for carriage of the Goods.

10. DAMAGE OR LOSS IN TRANSIT

10.1 Where Goods are being sold as "ex-works" the Goods will be at your risk from the moment they are collected by your carrier. No credit will be issued for any packing returned.

10.2 You may reject any Goods delivered to You that do not comply with clause 8.1, provided that notice of rejection is given to Us:

10.2.1 in the case of a defect that is apparent on normal visual inspection, as soon as possible and in any event within four days of the Delivery Date; and

10.2.2 in the case of a latent defect, within a reasonable time of the latent defect having become apparent.

10.3 If You fail to give notice of rejection in accordance with clause

10.2 You will be deemed to have accepted the Goods.

10.4 If You reject the Goods under clause 10.2 then You will be entitled to require Us to:

10.4.1 repair or replace the rejected Goods; or

10.4.2 repay the price of the rejected Goods in full.

You acknowledge that once we have complied with your request, We shall have no further liability to You in respect of the rejected Goods failure to comply with clause 8.1.

10.5 This clause 10 shall apply to any repaired or replacement Goods supplied by Us.

10.6 Where we expressly undertake responsibility for delivery of Goods We shall repair or replace the same (or any part thereof) at Our own expense in the event of loss in transit provided that Our liability hereunder shall in no circumstance exceed the price of the consignment of Goods and provided that all claims in respect of loss in transit must be made in writing and delivered to Our Head or branch Office within the time limit stated by the carrier in the event of non-delivery. Save as aforesaid no responsibility whatsoever is accepted for any other loss during the course of the transport of Goods.

11. SCHEDULED ORDERS

11.1 If You place an Order where Goods will be delivered in instalments, We shall deliver the Goods in accordance with the Acceptance and in any event within 12 months from the date that the Order was accepted by Us.

11.2 Scheduled orders may only be cancelled by You giving Us prior written notice at least [5] Business Days before an instalment is due to be delivered.

11.3 If Our performance of any of Our obligations in respect of scheduled orders is prevented or delayed by any act or omission by You to perform any of your obligations (Default):

11.3.1 We shall without limiting any of Our other rights or remedies have the right to suspend any subsequent deliveries of the Goods until You remedy the Default, and to rely on the Default to relieve Us from the performance of any of Our obligations to the extent the Default prevents or delays Our performance of any of Our obligations;

11.3.2 We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from the Our failure or delay to perform any of Our obligations as set out in this clause 11.3; and

11.3.3 You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from Default.

12. PRICE

12.1 The price of the Goods shall be the price set out in the quotation of Our price list in force at the date of delivery.

12.2 At Our absolute and sole discretion the price of the Goods may be amended to allow for variation in the cost of labour, transport, machinery, materials, production or for events outside of Our control occurring subsequent to the date on which the Contract was made. We shall notify You of any such amendment within 14 days of the delivery of Goods.

12.3 We reserve the right to modify the prices of the Goods if there is an agreed alteration in the design of Goods. Prices given for Goods in stock or in progress are subject to the same being unsold when the Order is received and the Acceptance issued.

13. TERMS OF PAYMENT

13.1 Where no other terms of payment have been agreed, payment in respect of any of the Goods shall be due one month from the Delivery Date.

13.2 If You fail to make any payment due to Us under the Contract by the due date for payment (due date), We reserve the right to:

13.2.1 charge interest on the overdue amount at the rate of 1.5% per month above the Bank of England base rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You agree to pay the interest together with the overdue amount; and

13.2.2 suspend any subsequent deliveries of Goods for any scheduled orders under clause 11 until such payments have been made in full and in cleared funds to Us.

13.3 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). You shall, on receipt of a valid VAT invoice from Us, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

13.4 We may invoice You for the Goods on or at any time after the completion of delivery.

13.5 Payment shall be made to the bank account nominated in writing by Us. Time of payment is of the essence.

13.6 You agree to pay all amounts due under the Contract in full without any deduction or withholding except as required by law and You are not entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part. We may at any time, without limiting any other rights or remedies You may have, set off any amount owing to Us by You against any amount payable by Us to You.

14. VESTING

14.1 All Goods (whether delivered or installed) shall remain Our sole property until all funds due to Us for the sale or supply of the Goods and any other goods or services We have supplied to You, have been paid in full and cleared funds.

14.2 Risk in the Goods shall pass to You on completion of delivery.

14.3 Until the property in the Goods sold or supplied passes to You, You shall:

14.3.1 be responsible for any damage suffered to the Goods and You agree to take all steps necessary to keep the Goods in good condition and repair;

14.3.2 keep the same in safe custody, not overloading or overworking or in any way improperly using the Goods;

14.3.3 not do any act or thing which leads or may lead to the Goods being seized under distress or any legal process and shall at all time keep the Goods comprehensively insured against all risks to their full price;

14.3.4 take steps to effect that an endorsement shall be made on the policy recording Our interest in the Goods;

14.3.5 provide that all money payable to You under the policy shall be paid to Us as your agents and You hereby appoint Us your agents for the purpose of receiving the said money and grants to Us the right to satisfy from such sums any claims outstanding in Our favour against You;

14.3.6 notify Us immediately if any defect arises in the condition of the Goods; and at all such times allow Us access to the Goods for the purpose of inspection and or maintenance of the Goods and we shall be entitled to but not obliged to carry out such work as We deem necessary and only such work and we are entitled to render to You such charges for such work, unless such work is in respect of defects in the Goods, which are the subject of an express undertaking by Us under these Conditions.

14.4 If before title to the Goods passes to You, You become subject to any of the events listed in clause 20.2, or We reasonably believe that any such event is about to happen and We notify You accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy We may have, We may at any time require You to deliver up the Goods and, if You fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

15. INTELLECTUAL PROPERTY

- 15.1 You acknowledge that all Intellectual Property Rights in or arising in respect of the Goods are owned by Us.
- 15.2 In the event of any claim being made or action being brought against You or any notification of an intention to bring a claim in respect of infringement of Patents by the manufacture or sale by Us of Goods supplied to You, You must notify Us immediately of such claim, and We shall be at liberty, if required, to conduct all negotiations for the settlement of the same or any litigation that may arise therefrom.
- 15.3 Our obligations under clause 15.2 are conditional on You:
- 15.3.1 not making any admission of liability, agreement or compromise in relation to any claim without Our prior written consent; and
- 15.3.2 giving Us and Our professional advisers access at reasonable times (on reasonable prior notice) to your premises, officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within your power or control, so as to enable Us and Our professional advisers to examine them and to take copies (at Our expense) for the purpose of assessing the claim.
- 15.4 We shall not be liable for any claim which is attributable to the possession, use, development or modification of the Goods (or any part thereof) undertaken by You without Our specific instruction or consent.

16. NAMEPLATES

Any nameplate or other form of identification which We have affixed to or marked upon the Goods must not be removed by You or by anyone on your behalf without Our prior written consent. No undertakings or warranties given in these Conditions shall apply to Goods from which any of Our nameplates or identification marks have been removed and We shall have no liability to You in respect thereof.

17. WEEE COMPLIANCE

- 17.1 We are registered with a compliance scheme for the purposes of the WEEE Directive under registration number WEE/ FE2712VR. All Goods purchased by You from Us that contain hydraulic components with electrical or electronic controls, may be returned to Us for recycling in accordance with the WEE Directive.
- 17.2 We shall organise and finance the environmentally sound disposal of Goods inside the scope of the WEEE Directive purchased from Us in accordance with clause 17.1 if We retain the WEEE obligations. You acknowledge that You shall be responsible for meeting the costs of the delivery of such Goods to Us.
- 17.3 We shall have no responsibility or liability for organising and financing the collection, treatment, recovery or environmentally sound disposal of Goods outside the scope of the WEEE Directive or Goods where You retain the WEEE obligations.
- 17.4 If You fail to return any Goods to Us caught by the WEE Directive, You shall:
- 17.4.1 be responsible for financing the collection, treatment, recovery and environmentally sound disposal of:
- (i) all WEEE arising or deriving from the Goods;
- (ii) comply with all additional obligations placed upon You by the WEEE Directive by virtue of You accepting the responsibility set out in clause 12.1.1; and
- 17.4.2 provide Us or Our WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of Our membership of Our operator's compliance scheme.
- 17.5 You agree to indemnify Us and keep Us indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Us as a result of or in connection with Your failure to comply with this clause 17.

18. LIMITATION OF LIABILITY

- 18.1 Nothing in these Conditions shall limit or exclude Our liability for:
- 18.1.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
- 18.1.2 fraud or fraudulent misrepresentation;
- 18.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 18.1.4 defective products under the Consumer Protection Act 1987; or
- 18.1.5 any matter in respect of which it would be unlawful for Us to exclude or restrict liability.
- 18.2 We have obtained insurance cover in respect of Our own legal liability for individual claims. You are responsible for making your own arrangements for the insurance of any excess loss.
- 18.3 Subject to clause 18.1 We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.
- 18.4 Subject to clauses 18.1 and 18.2, 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 contract value .
- 18.5 We shall under no circumstances be liable to You whatsoever for any losses suffered by You in the following circumstances:
- 18.5.1 your use of the Goods outside of Our specific instructions;
- 18.5.2 your alteration or modification of the Goods; or
- 18.5.3 improper use, maintenance or installation of the Goods.

19. FORCE MAJEURE

Neither of Us shall be liable for any failure or delay in performing Our 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 but not limited to 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 suppliers or subcontractors.

20. YOUR INSOLVENCY OR INCAPACITY

- 20.1 If You become subject to any of the events listed in clause 20.2, or We reasonably believe that You are about to become subject to any of them and we notify You accordingly, then, without limiting any other right or remedy available to Us, We may cancel or suspend all further deliveries under the Contract or under any other contract between Us and We without incurring any liability to You, and all outstanding sums in respect of Goods delivered to You shall become immediately due.
- 20.2 For the purposes of clause 20.1 the relevant events are:
- 20.2.1 You suspend, or threaten to suspend, payment of your debts, or is unable to pay your debts as they fall due or admits inability to pay your debts, or (being a company) is deemed unable to pay your debts within the meaning of sections 123 or 268 of the Insolvency Act 1986;
- 20.2.2 You commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or makes a proposal for or enters into any compromise or arrangement with your creditors other than where these events take place for the sole purpose of a scheme for a

solvent amalgamation of You with one or more other companies or the solvent reconstruction of You;

20.2.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of You, other than for the sole purpose of a scheme for a solvent amalgamation of You with one or more other companies or the solvent reconstruction of You;

20.2.4 You are the subject of a bankruptcy petition or order;

20.2.5 a creditor or encumbrancer of You attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;

20.2.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over You;

20.2.7 a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver;

20.2.8 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;

20.2.9 any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 20.2.1 to clause 20.2.7 (inclusive);

20.2.10 You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business;

20.2.11 your financial position deteriorates to such an extent that in Our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; and

20.2.12 You die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or becomes a patient under any mental health legislation.

20.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

21. CONFIDENTIALITY

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 21 shall survive termination of the Contract.

22. GENERAL

22.1 Assignment and subcontracting.

22.1.1 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of Our rights or obligations under the Contract.

22.1.2 You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract without Our prior written consent.

22.2 Notices.

22.2.1 Any notice or other communication given under or in connection with the Contract shall be in writing and sent to the address confirmed in the Order or such other address as may have been specified in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

22.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22.2.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

22.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

22.3 Severance.

22.3.1 If any court or competent authority finds that any provision of the Contract (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 the Contract shall not be affected.

22.3.2 If any invalid, unenforceable or illegal provision of the Contract 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.

22.4 **Waiver.** A waiver of any right or remedy under the Contract 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

22.6 **Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Us.

22.7 **Governing Law & Jurisdiction.** These Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.