

TERMS AND CONDITIONS OF SALE

The customer's attention is drawn in particular to the provisions of clause 18.

1. INTERPRETATION

1.1 Definitions:

- (a) **Applicable Law:** means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction.
- (b) **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- (c) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 23.4.
- (d) **Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions and the Order and including all its schedules, attachments, annexures and statements of work.
- (e) **Customer:** the person or firm who purchases the Goods from the Supplier.
- (f) **Delivery Location:** has the meaning given in clause 7.2.
- (g) **Deposit:** has the meaning given in clause 4.1.
- (h) **Force Majeure Event:** an event, circumstance or cause beyond a party's reasonable control. The Customer's inability to pay does not constitute a Force Majeure Event.
- (i) **Goods:** the goods (or any part of them) set out in the Order.
- (j) **Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's order acknowledgment, or overleaf, as the case may be. A verbal request for Goods shall not constitute an "Order" for the purposes of the Contract.
- (k) **Specification:** any document supplied by the Supplier to the Customer or that the Supplier otherwise publishes or makes available that describes the Goods.
- (l) **Supplier:** Fullwood Services Limited (registered in England and Wales with company number 14163167).

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and

permitted assigns.

- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes email not fax.
- (f) If there is a conflict between the terms contained in these Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer (including any purchase terms appended to an Order) that is inconsistent with these Conditions.
- 2.3 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 calendar days from its date of issue.

3. ORDERS

- 3.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 3.2 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 3.3 Nothing in the Contract creates a binding obligation on the Supplier to accept all Orders. The Supplier is free to reject and accept Orders in its sole discretion.
- 3.4 The Customer may not, without the Supplier's prior written agreement, amend or cancel an Order once it has been accepted by the Supplier in accordance with clause 3.2. If the Supplier agrees to the Customer's proposed amendment or cancellation of the Order, then, without prejudice to any other rights or remedies available to the Supplier, the Supplier shall be entitled to recover from the Customer all of the costs incurred by the Supplier in fulfilling the Order up until the date of the amendment or cancellation.

4. DEPOSIT

- 4.1 Unless otherwise agreed to in writing by the Supplier, the Customer shall when requested to do so by the Supplier, pay to the Supplier a deposit (in such amount as stipulated by the Supplier) ("**Deposit**").
- 4.2 The Supplier may at any time, without notice to the Customer, apply the Deposit against any liability of the Customer to the Supplier, whether any such liability is present or future, liquidated or unliquidated, and whether the liability arises under the Contract (including under (whether such liability arises under clause 3.4, clause 12, clause 17) or not. If the liabilities to be set off are expressed in different currencies, the Supplier may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Supplier of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 4.3 If the Customer fails to make payment of the Deposit, the Supplier reserves the right to, without prejudice to any other rights or remedies available to the Supplier, reject the Order and terminate the Contract with immediate effect on notice to the Customer.

5. GOODS

- 5.1 The Goods are as described in the Specification.
- 5.2 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

6. INCOTERMS® 2020

- 6.1 Unless otherwise agreed to in writing by the Supplier, the Supplier will deliver the Goods to the Customer on the basis of EXW (Grange Road, Ellesmere, Shropshire, SY12 9DF) Incoterms® 2020. For the avoidance of doubt, the terms "deliver" and "delivery" shall have the meaning ascribed to them in EXW Incoterms® 2020 and the Goods shall be deemed delivered by the Supplier when it places the Goods at the disposal of the Customer at the Delivery Location (as defined in clause 7.2 below).
- 6.2 In the event of any conflict between the relevant Incoterm® 2020 and the Contract, the Contract shall prevail as between the parties.

7. DELIVERY

- Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 7.1 The Customer shall, or its nominated carriers shall, collect the Goods from the Supplier's premises at Grange Road, Ellesmere, Shropshire, SY12 9DF or such other location as may be advised by the Supplier prior to delivery ("**Delivery Location**") within 3 Business Days of the Supplier notifying the Customer that the Goods are ready.
 - 7.2 If the Customer fails to take delivery of the Goods within 3 Business Days of the

Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

- 7.3 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 7.4 If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice (such notice must be given within 5 days of completion of delivery) from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 7.5 The Supplier 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 the Customer to cancel any other instalment.

8. FAILURE TO DELIVER

- 8.1 If the Supplier fails to deliver the Goods, to the extent permitted by Applicable Law, the Customer's sole remedies available to it are:
 - (a) to require the Supplier to provide replacement Goods within a reasonable time; or
 - (b) receiving a credit note from the Supplier based on the invoiced price of the non-delivered Goods.
- 8.2 For the avoidance of doubt, the Supplier 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 the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

9. DAMAGE IN TRANSIT

- 9.1 The Customer may reject any Goods that appear to be damaged provided that notice of rejection is given to the Supplier within 5 days of delivery.
- 9.2 If the Customer fails to give notice of such shortage or rejection in accordance with clause 9.1, it shall be deemed to have accepted these Goods.

10. QUALITY

- 10.1 Unless otherwise notified by the Supplier to the Customer in writing, the Supplier warrants that for a period of 12 months from the date of dispatch ("**warranty period**") the Goods shall, subject to the remaining provisions of this clause 8:
 - (a) conform in all material respects with the Specification; and
 - (b) be free from material defects in design, material and workmanship.
- 10.2 Subject to clause 10.3, if:
 - (a) the Customer gives notice in writing to the Supplier within 14 calendar days' of discovery that some or all of the Goods do not comply with the warranty set

- out in clause 10.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 10.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 10.1:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 10.2;
- (b) the defect arises because the Customer failed to follow the Supplier's 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;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of:
- (i) fair wear and tear;
- (ii) the Goods being used with equipment that the Supplier has not expressly approved in writing as being compatible with the Goods (whether such approval is detailed in the Specification or otherwise in writing by the Supplier);
- (iii) interference caused by transmitted radiation or the proximity of other electrical equipment;
- (iv) fluctuations in the water supply and/or air supply and/or power supply and/or abnormalities in any of the foregoing;
- (v) the workmanship and the design (negligent, defective or otherwise) of the premises in which the Goods are to be installed;
- (vi) the Customer's (or the Customer's appointed representative's) installation of the Goods; or
- (vii) wilful damage, negligence, or abnormal storage or working conditions.
- (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.4 Except as provided in this clause 8, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 10.1.
- 10.5 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.
- 10.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

11. TITLE AND RISK

- 11.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 11.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums. The

Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 11.4.

11.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 19.1(b) to clause 19.1(e); and
- (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.

11.4 Subject to clause 11.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

11.5 At any time before title to the Goods passes to the Customer, the Supplier may:

- (a) by notice in writing, terminate the Customer's right under clause 11.4 to resell the Goods or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

12. PRICE

12.1 The price of the Goods shall be the price as notified by the Supplier to the Customer.

12.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

12.3 The price of the Goods:

- (a) excludes amounts in respect of value added tax ("VAT"), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice;
- (b) excludes the costs and charges of packaging, insurance and transport of the

- Goods, which shall be invoiced to the Customer; and
- (c) if applicable, customs, handling, import and/or export duties, which shall be the direct responsibility of the Customer. The Supplier shall bear no liability to the Customer for, and is under no obligation to, make payment of any customs, handling, import and/or export duties. The Customer shall indemnify the Supplier for any costs, losses, damages and expenses (including legal fees and including all direct and indirect losses) against any claim, action or demand made against the Supplier for any failure to pay any such customs, handling, import and/or export duties.

13. PAYMENT

13.1 The Supplier may invoice the Customer for the price (less the Deposit) of the Goods at such intervals and in such instalments as the Supplier directs from time to time.

13.2 The Customer shall pay each invoice submitted by the Supplier:

- (a) in Great British Pounds;
- (b) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
- (c) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 19, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 13.3 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

13.3 All amounts due under the Contract from the Customer to the Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Nothing in this clause prevents the Customer from applying the value of a credit note issued under clause 8.1(b) against the price.

14. CREDIT LIMIT

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

15. INTELLECTUAL PROPERTY RIGHTS

Nothing in the Contract shall be construed as transferring ownership in any intellectual property rights belonging to, or otherwise licensed to, the Supplier to the Customer (including all such intellectual property rights embodied in the Goods and all other technical information, schematics, drawings and installation manuals).

16. COMPLIANCE WITH LAW

The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

17. INDEMNIFICATION

17.1 The Customer shall indemnify the Supplier 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 professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with:

- (a) the Customer's breach or negligent or non-performance of the Contract;
- (b) any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification;
- (c) any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Customer modifying or using the Goods other than in accordance with the Contract or the Supplier's instructions; and
- (d) any claim made against the Supplier by a third party for death, personal injury or damage to property arising out of or in connection any defect in the Goods that is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors.

17.2 This clause 17 shall survive termination of the Contract.

18. LIMITATION OF LIABILITY

18.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

18.2 The restrictions on liability in this clause 14 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

18.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

18.4 Subject to clause 18.3, the Supplier's total liability to the Customer shall not exceed a sum equal to 110% (one hundred and ten percent) of the Charges paid or payable by the Customer under or in connection with the Contract.

18.5 Subject to clause 18.3, the following types of loss are wholly excluded:

- (a) loss of profits (whether direct, indirect or consequential);

- (b) loss of sales or business (whether direct, indirect or consequential);
- (c) loss of agreements or contracts (whether direct, indirect or consequential);
- (d) loss of anticipated savings (whether direct, indirect or consequential);
- (e) loss of use or corruption of software, data or information (whether direct, indirect or consequential);
- (f) loss of or damage to goodwill (whether direct, indirect or consequential); and
- (g) indirect or consequential loss.

18.6 This clause 18 shall survive termination of the Contract.

19. TERMINATION

19.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 calendar days of that party being notified in writing to do so;
- (b) the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 30 days after the date that the Supplier has given notification to the Customer that the payment is overdue;
- (c) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

19.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 19.1(b) to clause 19.1(e), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

19.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

19.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

19.5 Termination or expiry of the Contract, however arising, shall not affect any of the

parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

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

20. FORCE MAJEURE

- 20.1 Neither party shall be liable in case of failure to perform any of its obligations (other than the Customer's obligation to pay) under this Agreement due to a Force Majeure Event.
- 20.2 The Supplier has the right to suspend its performance under the Contract if a Force Majeure Event occurs by notifying the Customer in writing of the same and shall inform the Customer of the expiry of the suspended period in the same way.
- 20.3 If performance is suspended for a continuous period of more than three (3) months, either party shall be entitled to terminate this Agreement with immediate effect by written notice to the other Party, without being bound to any notice periods, in which case no party shall retain any obligation or liability to the other party other than those accrued prior to termination.
- 20.4 The term of the Contract shall not be extended because of the occurrence of an event of Force Majeure (unless the parties agree otherwise).

21. CONFIDENTIALITY

- 21.1 The Customer undertakes that it shall not at any time during the Contract and for a period of five years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Supplier, except as permitted by clause 21.2.
- 21.2 The Customer may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. The Customer shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the Supplier's confidential information comply with this clause 21; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 21.3 The Customer shall not use the Supplier's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

22. NOTICES

- 22.1 Any notice given to a party under or in connection with the Contract shall be in writing and in English and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

- (b) sent by email to:
 - (i) if addressed to the Supplier: customersuppor-uk@fullwoodjoz.com; and
 - (ii) if addressed to the Customer: such email address that the Supplier has on its file from time to time.
- 22.2 Any notice shall be deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 22.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 22.4 A notice given under the Contract is not valid if sent by fax

23. GENERAL

- 23.1 **Cumulative remedies.** The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.
- 23.2 **Assignment and other dealings.**
 - (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
 - (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 23.3 **Entire agreement.**
 - (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 23.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 23.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 23.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 23.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 23.7 **Third party rights.**
- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 23.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 23.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.