

Clay International Ltd.  
Hub 1 Unit 29 Wimbledon Stadium Business Centre Riverside Road  
London SW17 0BA

# TERMS & CONDITIONS OF TRADE

Clay

## 1. INTERPRETATION

### 1.1 Definitions:

**Applicable Laws:** means all applicable laws, statutes, regulations from time to time in force.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, 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 14.1.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods from the Supplier.

**Delivery Location:** has the meaning given in clause 4.2.

**Force Majeure Event:** has the meaning given in clause 11.2.

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

**Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be.

**Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

**Supplier:** means Clay International Ltd a company registered in England and Wales with company number 12009638 whose registered office address is Hub 1, Unit 29 Riverside Road, Wimbledon Stadium Business Centre, London, SW17 0BA.

**VAT:** means value added tax as provided for in the Value Added Tax Act 1994 in the UK or as provided for under Applicable Law in the Customer's tax resident jurisdiction.

### 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) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (d) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (e) This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- (f) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- (g) 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.
- (h) 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.
- (i) A reference to **writing** or **written** includes email.
- (j) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- (k) A reference to this agreement or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

## **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 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.
- 2.3 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.
- 2.4 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 that is inconsistent with these Conditions.
- 2.5 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.
- 2.6 A quotation for the Goods given by Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 days (unless otherwise stated) from its date of issue.

### **3. SPECIFICATION**

3.1 If the Supplier prepares the goods in accordance with the Customer's specifications or instructions, it is the Customer's responsibility to ensure that:

- (a) The specifications or instructions are precise and accurate;
- (b) Goods prepared in accordance with those specifications or instructions will be specifically fit for purpose for which the Customer intends to use them; and
- (c) The Customer's specifications or instructions will not result in an infringement of any intellectual property rights of a third party, or in breach of any applicable law or regulation;

3.2 Notwithstanding clause 3.1 the Supplier reserves the right to:

- (a) make any changes in the specifications of the Goods supplied that are necessary to ensure their conformity and applicability to safety or statutory requirements; and
- (b) to make without notice any minor modifications in the specification of the Goods as deemed necessary or desirable at the Supplier's discretion.

3.3 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, 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 the Supplier's use of the Specification. This clause 3.3 shall survive termination of the Contract.

3.4 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.

### **4. DELIVERY**

4.1 The Supplier shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the contract number / relevant customer and supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) If the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request.

- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Any dates quoted for delivery are estimates only as these are largely dependent on our suppliers 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.
- 4.4 If the Supplier fails to deliver the Goods within a reasonable time, the Customer may (by informing the Supplier in writing) cancel the contract, however:
- (a) the Customer is not entitled to cancel when the Supplier receives notice after the goods have been dispatched;
  - (b) in the event the Customer cancels the Contract, the Customer will have no further claim against the Supplier in respect of the Contract; and
  - (c) any cancellation will result in clause 10 to apply.
- 4.5 If the Customer accepts late delivery of the Goods, this will be treated on the basis that the Customer has no claim against the Supplier for the delay (including indirect or consequential loss or increase in the price of the Goods).
- 4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. 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.
- 4.7 If the Customer fails to accept delivery of the Goods within 10 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:
- (a) delivery of the Goods shall be deemed to have been completed at 9:00 am on the third Business Day after the day on the Supplier notified the Customer that the Goods were ready; and
  - (b) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.8 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.

- 4.9 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.
- 4.10 The Supplier reserves the right to refuse to deliver the Goods if:
- (a) in the Supplier's belief that it is unsafe, unlawful or unreasonably difficult for the Supplier to do so; and
  - (b) in the Supplier's belief that the Delivery Location (or the access to this) is unsuitable for the Supplier's employees or vehicle.

## **5. QUALITY**

- 5.1 The Supplier warrants that on delivery the Goods:
- (a) comply with their general description and the narrative of the acknowledgment order form;
  - (b) are free from unnatural or unusual material defects in design, material and workmanship;
  - (c) be fit for any purpose held out by the supplier;
  - (d) are of satisfactory quality, (within the meaning of the Sale of Goods Act 1979).
- 5.2 The Supplier does not give any other warranty (and excludes any warranty, term or condition otherwise implied) as to the quality of the goods or the fitness for their purpose.
- 5.3 The Supplier is not liable under warranties for parts or equipment not manufactured by the Supplier. In respect of such goods the Customer will only be entitled to the benefit of any such warranty or guarantee as given by the manufacturer of those goods.
- 5.4 Subject to clause 5.1, if:
- (a) the Customer gives notice in writing to the Supplier within 5 days from delivery and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
  - (b) the Supplier is given a reasonable opportunity of examining such Goods which might include access to the Customer's premises,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 5.5 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.4;
  - (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 fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.6 Except as provided in this clause 5.6, The Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

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

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

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- (b) fraud or fraudulent misrepresentation; or
- (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.

5.10 Subject to clause 5.9 The Supplier's total liability (from one single cause) for damage to property caused by the Supplier's negligence shall not exceed £5,000,000.

5.11 All other liabilities incurred by the Supplier not referred to elsewhere in this Contract shall be limited in damages to the price of the Goods.

5.12 Subject to clause 5.9, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;

- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

**6. RISK AND TITLE**

- 6.1 The risk in the Goods shall pass to the Customer at the time of delivery.
- 6.2 Delivery takes place either:
- (a) when the Goods are loaded at the Supplier's premises (if the Customer is collecting them or arranging carriage); or
  - (b) when the Goods are unloaded at the Delivery Location of the Customer (if the Supplier is arranging carriage).
- 6.3 The Customer must inspect the Goods on delivery. If the Goods appear to be damaged or not delivered, the Customer must write to the Supplier within five days of delivery or expected delivery time. The Customer must give the Supplier (and any carrier) a fair chance to inspect the damaged goods.
- 6.4 The Customer must not interfere or alter the Goods prior to the inspection by the Supplier without the Supplier's prior written consent.
- 6.5 Until the Customer has paid all debts owed to the Supplier, the following applies:
- (a) all goods supplied remain the Supplier's property;
  - (b) the Customer must store the Goods so that these are clearly identified as the Supplier's property;
  - (c) the Customer must insure the Goods against the risks for which a prudent owner would hold insurance for and hold the policy on behalf of the Supplier;
  - (d) the Customer may use the Goods and dispose them in the ordinary course of its business, unless
    - (i) such right is revoked by the Supplier (in writing); or
    - (ii) the Customer becomes insolvent.
- 6.6 The Customer must inform the Supplier in writing immediately if it becomes insolvent.
- 6.7 If the Customer ceases to have the right to use and sell the Goods, it must allow the Supplier to remove the Goods.
- 6.8 The Customer grants the right to the Supplier to enter any premises where the Goods are stored:
- (a) at any time, in order to inspect the Goods; and
  - (b) after the right to use or sell the Goods has ended, in order to remove the Goods using reasonable force if necessary.



6.9 If the Customer fails to make payment to the Supplier for the Goods by the due date, the Supplier retains the right to take legal proceedings against the Customer to recover the price of the Goods supplied.

6.10 Nothing in this agreement grants the Customer the authority to be agent of the Supplier and so the Customer has no authority to make any contact on behalf of the Supplier or in its name.

## **7. PRICE AND PAYMENT**

7.1 The quotations for the price of the Goods expire after 30 days (unless otherwise agreed).

7.2 Unless otherwise stated, the quotations for the price of the goods are estimate only and the price charged will be the Supplier's price current at the time of delivery.

7.3 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price 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); or
- (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.

7.4 The quoted price of the Goods:

- (a) excludes amounts in respect of VAT (unless otherwise stated) which will be charged at the rate applying at the time of delivery;
- (b) excludes amounts in respect of duties (unless otherwise stated) which will be charged at the rate applying at the time of delivery;
- (c) excludes the costs and charges of delivery of the Goods, (unless otherwise stated) which shall be invoiced to the Customer.

7.5 The Customer shall pay the Supplier:

- (a) in cash or cleared funds prior to delivery; or
- (b) within 30 days after the date of the Supplier's invoice if the Customer has an approved credit account or valuation (unless otherwise agreed in writing).

7.6 The Supplier may without notice to the Customer, withdraw the Customer's approved credit account or reduce the credit limit or bring forward the due date for payment.

- 7.7 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 10, the Supplier may:
- (a) charge interest under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 calculated on a daily basis from the date of the invoice until payment, compounded on the first day of each month and before and after any judgment (unless a court orders otherwise);
  - (b) suspend future deliveries;
  - (c) claim fixed sum compensation from the Customer under section 5A of the Late Payment of Commercial Debts (Interest) Act 1998 to cover the Supplier's credit control overhead costs; and
  - (d) recover, under a lien of the Customer's property in the Supplier's possession, the cost of taking legal action in satisfaction of the sums owed to the Supplier.
- 7.8 All amounts due under the Contract 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).
- 7.9 The Supplier has the right to set-off any sums owed by the Customer owed to the Supplier (or any of the Supplier's group companies). This right does not exclude any other rights or remedies the Supplier might have.
- 7.10 The Customer is to indemnify the Supplier in full and hold the Supplier harmless from all expenses and liabilities the Supplier may incur (directly or indirectly, including financing costs and including legal costs on a full indemnity basis) following any breach by the Customer of any of the obligations of the Customer under these terms.
- 7.11 If delivery of the Goods is delayed by the Customer or a third party, the Customer is liable to pay the Supplier the full amount of the order less delivery costs.
- 7.12 On special orders or non-stock products, a 50% or 100% payment in advance is applicable, the balance payable prior to delivery. If during the order process and the deposit having been paid the order is cancelled, a refund will not be given. The goods to the value of the deposit will be delivered to the customer.
- 8. RETURN OF GOODS**
- 8.1 The Supplier (Clay International Ltd) does not accept return of the Goods.
- 9. EXPORT TERMS**
- 9.1 This clause applies (except to the extent that it is inconsistent with any written agreement between the Supplier and the Customer) where we the Supplier supplies the goods over an international border or overseas.
- 9.2 The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.

- 9.3 Unless otherwise agreed, the Goods are supplied ex works the Supplier's place of manufacture.
- 9.4 Where the goods are to be sent by the Supplier to the Customer by route including sea transport, the Supplier is under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
- 9.5 The Customer is responsible for arranging testing and inspection of the goods at the Supplier's premises before shipment (unless otherwise agreed). The Supplier is not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. The Supplier is not liable for any damage during transit.
- 9.6 The Supplier is not liable for the death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).

## **10. TERMINATION**

- 10.1 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 including but not limited to failure to pay for the goods and (if such a breach is remediable) fails to remedy that breach within 30 of that party being notified in writing to do so;
  - (b) 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;
  - (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) 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.
- 10.2 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 10.1(a) to clause 10.1(d), 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.
- 10.3 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.

- 10.4 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.
- 10.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 10.7 The Customer may not terminate this contract unless the Supplier agrees in writing, subject to clause 4.4 and 10.8.
- 10.8 If the contract is terminated (for any reason) the Customer will have to pay the Supplier for all the stock (finished or unfinished) that the Supplier may carry then hold (or to which the Supplier is committed) for the order. The Customer must also pay the Supplier labour costs for preparing the Goods.

## **11. FORCE MAJEURE**

- 11.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one month, the party not affected may terminate the Contract by giving 5 days' written notice to the affected party.
- 11.2 Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty obtaining supplies (a "**Force Majeure Event**").

## **12. ASSIGNMENT AND OTHER DEALINGS**

- 12.1 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.
- 12.2 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.

**13. ENTIRE AGREEMENT**

- 13.1 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.
- 13.2 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 or negligent misstatement based on any statement in the Contract.

**14. WAIVER AND VARIATIONS**

- 14.1 The Supplier shall be entitled to modify these Conditions or to impose new terms and conditions with respect to the Contract from time to time. Such modifications and additions shall be effective immediately upon notice to the Customer, which may be given pursuant to clause 16.1. The Customer shall be deemed to be apprised of and bound by any modification or addition by the Supplier to these Conditions.
- 14.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

**15. SEVERANCE**

- 15.1 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 15.1 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.

**16. NOTICES**

- 16.1 Any notice given to a party under or in connection with this agreement shall be:
- (a) in writing in English;
  - (b) shall be:

- (i) delivered by hand or reputable international courier or sent by pre-paid first-class post, recorded delivery, special delivery or to the address specified in the recitals to such other address as may be notified by either Party in writing from time to time; or
- (ii) sent by e-mail, to such e-mail address as may be notified for such purposes by either party.

16.2 Any notice given by either party shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address; or
- (b) if sent by reputable international courier, at the time when it is recorded as being delivered; or
- (c) if sent by pre-paid first-class post, recorded delivery or special delivery to an address inside the country from which it is sent, on receipt or at 9.00 am on the second Business Day after posting, whichever occurs first; or
- (d) if sent by email, on receipt or at 9.00 am on the next Business Day after sending, whichever occurs first.

16.3 A notice given as described in clause 16.2(a) or clause 16.2(b) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

## **17. THIRD PARTY RIGHTS**

17.1 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.

17.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

## **18. GOVERNING LAW**

18.1 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.

## **19. JURISDICTION**

19.1 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.

**20. GENERAL**

- 20.1 All samples, brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between Supplier and Customer and the Customer should not rely on them in entering into a contract with the Supplier.
- 20.2 No contract will create any right enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person not identified as the Supplier or Customer.
- 20.3 The only statements upon which Customer may rely in making a contract with us, are those made in writing by someone who is the Supplier's authorised representative and either:
- (a) contained in the Supplier's quotation (or by covering letter); or
  - (b) which expressly state that the Customer may rely on them when entering into the contract.
- 20.4 Nothing in these terms affects or limits the Supplier's liability for fraudulent misrepresentation.