

Terms and Conditions of Sale

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Seller: Reliance Worldwide Corporation (UK) Ltd registered in England and Wales with company number 01223637.

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

Buyer: the person or firm who purchases the Goods from the Seller.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.8.

Contract: the contract between the Seller and the Buyer for the supply of Goods in accordance with these Conditions and where relevant the Buyer's Credit Application.

Credit Application: the application for a commercial credit trading account which has been completed by the Buyer and accepted by the Seller.

Delivery Location: has the meaning set out in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 12.1.

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

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Order: the Buyer's order for the supply of Goods, as set out in the Buyer's purchase order form, or the Buyer's written acceptance of the Seller's quotation, or overleaf, as the case may be.

Warranty Document: any written, printed or electronic matter provided or made available by the Seller to the Buyer which sets out information regarding the warranty offered by the Seller to the Buyer in respect of the Goods.

Warranty Period: has the meaning given in clause 5.2.

1.2 Construction. In these Conditions, the following rules apply:

(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 successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory 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;

(d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes faxes and e-mails.

2. Basis of Contract

- 2.1 The Order constitutes an offer by the Buyer to purchase Goods in accordance with these Conditions and the Buyer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.2 The Order shall only be deemed to be accepted when the Seller issues written acceptance of the Order at which point and on which date the Contract shall come into existence.
- 2.3 No Order which has been accepted by the Seller may be cancelled by the Buyer other than by agreement in writing and the Buyer shall, if requested to do so by the Seller, indemnify the Seller in full against all loss (including loss of profit), costs (including cost of labour and raw materials), damages, charges and expenses incurred by the Seller in respect of the Order and its cancellation.
- 2.4 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract
- 2.5 Any samples, drawings, descriptive matter or advertising issued by the Seller and any descriptions of the Goods contained in the Seller's catalogues or brochures are issued or published 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.
- 2.6 These Conditions and the terms of the Credit Application apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7 If the Seller expressly agrees to any special terms (Special Terms), these Conditions shall be construed as consistent with and in addition to any such Special Terms but the Special Terms shall prevail where there are any inconsistencies.
- 2.8 Quotations issued by the Seller are not offers capable of acceptance so as to make a binding Contract and unless otherwise agreed in writing, is only valid for a period of 10 Business Days from its date of issue.

3. Goods

- 3.1 The Goods are described in the Seller's catalogue and at www.rwc.co.uk.
- 3.2 The Buyer acknowledges that, in fulfilling the Contract for the supply of Goods, the Seller may, in its sole discretion, manufacture all or part of all of the Goods itself, purchase part or all of the Goods from a third party or commission the manufacture of part of all or of the Goods from another manufacturer. The Seller will endeavour to pass any third party warranty to the Buyer in accordance with clause 5.1.
- 3.3 To the extent that the Goods are to be manufactured in accordance with a drawing and/or specification supplied by the Buyer, the Buyer shall indemnify the Seller 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 the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Buyer's specification. This clause 3.3 shall survive termination of the Contract.
- 3.4 Any Goods which are purchased by the Supplier specifically for the Buyer or which are manufactured, machined or cut to size or to the Buyer's drawings and/or specification may not be returned unless otherwise agreed in writing by the Seller and the Seller shall be entitled to recover any losses incurred as a result of such return. Any other Goods must be returned in accordance with the Seller's returns policy which can be found at www.rwc.co.uk.
- 3.5 The Seller reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

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4. Delivery of Goods

- 4.1 The Seller shall ensure that:
 - (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Buyer and Seller 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 Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) if the Seller requires the Buyer to return any packaging material to the Seller, that fact is clearly stated on the delivery note. The Buyer shall make any such packaging materials available for collection at such times as the Seller shall reasonably request. Returns of packaging materials shall be at the Seller's expense.
- 4.2 The Seller shall deliver the Goods to the location set out in the Order (or for credit account customers, the Buyer's place of business as set out in its Credit Application) or such other location as the parties may agree at any time after the Seller notifies the Buyer that the Goods are ready or, alternatively, the Buyer shall collect the Goods from the Seller's premises or such other location as may be advised by the Seller prior to delivery (in either case the Delivery Location).
- 4.3 The Goods shall be deemed delivered:
 - (a) where the Seller is delivering the Goods, on completion of unloading of the Goods at the Delivery Location; or
 - (b) where the Buyer is collecting the Goods, on completion of loading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, third party manufacturing delays, or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Buyer's failure to provide the Seller with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If the Buyer fails to accept or take delivery of the Goods within 3 Business Days of the Seller notifying the Buyer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Seller'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 following the day on which the Seller notified the Buyer that the Goods were ready; and
 - (b) the Seller shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- 4.7 If 10 Business Days after the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not accepted delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
- 4.8 The Buyer shall not be entitled to reject the Goods if the Seller delivers up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Buyer that the wrong quantity of Goods was delivered.
- 4.9 The Seller 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 Buyer to cancel any other instalment.

5. Quality of Goods

- 5.1 The Seller shall, as far as possible, pass any manufacturer's warranty for Goods manufactured by a third party, to the Buyer.
- 5.2 Subject to clause 5.1, the Seller warrants that on delivery, and for the period of time from delivery set out in the Seller's Warranty Document (Warranty Period), the Goods shall:
 - (a) conform with their description;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by the Seller.
- 5.3 Subject to clause 5.4, if:
 - (a) the Buyer gives notice in writing during the warranty period within 2 Business Days of Delivery if such defect was apparent on Delivery or within reasonable time of discovery if not apparent on Delivery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) the Seller is given a reasonable opportunity of examining such Goods; and
 - (c) the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost, the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.4 The Seller shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
 - (a) the Buyer makes any further use of such Goods after giving a notice in accordance with clause 5.3;
 - (b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use, maintenance or servicing of the Goods or (if there are none) good trade or industry practice;
 - (c) the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;
 - (d) the Buyer or any third party alters or repairs such Goods without the prior written consent of the Seller;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage working or environmental conditions;
 - (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards;
 - (g) the defect extends to parts, materials or equipment not manufactured by the Seller.
- 5.5 Except as provided in this clause 5, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.1 and all other warranties and conditions are hereby expressly excluded to the fullest extent permitted by law.

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6. Title and Risk

- 6.1 The risk in the Goods shall pass to the Buyer on completion of delivery or, where the Seller arranges for the Goods to be delivered by carrier, at the point when the carrier takes possession of the Goods.
- 6.2 Title to the Goods shall not pass to the Buyer until the earlier of:
 - (a) the Seller receiving payment in full (in cash or cleared funds) for the Goods and any other goods that the Seller has supplied to the Buyer 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; and
 - (b) the Buyer reselling the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
 - (a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller'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 on the Seller's behalf from the date of delivery;
 - (d) notify the Seller immediately if it becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(n); and
 - (e) give the Seller such information relating to the Goods as the Seller may require from time to time.
- 6.4 Subject to clause 6.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:
 - (a) it does so as principal and not as the Seller's agent; and
 - (b) title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.
- 6.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(n), then, without limiting any other right or remedy the Seller may have:
 - (a) the Buyer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - (b) the Seller may at any time require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

7. Charges and Payment

- 7.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Seller's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Buyer when it pays for the Goods.
- 7.2 The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the price of the Goods that is due to:
 - (a) any factor beyond the Company's control (including exchange fluctuations, increases in taxes and duties, increases in labour, materials and other manufacturing costs;
 - (b) any request by the Buyer to change delivery dates, quantities or types of Goods ordered; or
 - (c) any delay caused by instructions given by the Buyer or failure to give the Company adequate information.
- 7.3 In respect of Goods, the Seller shall invoice the Buyer on or at any time after completion of delivery.
- 7.4 The Buyer shall pay each invoice submitted by the Seller in full and cleared funds to a bank account nominated by the Seller in writing by no later than the thirtieth day of the month after the date of the invoice and time for payment shall be of the essence of the Contract. If the Seller has agreed that any payment will become due upon delivery, installation, commission, testing or other scheduled event, but the occurrence of that event is delayed as a result of the Buyer, the delay shall not extend the due date for payment.
- 7.5 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Seller to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.
- 7.6 If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, then the Seller shall be entitled to:
 - (a) Suspend all or any further deliveries to the Buyer; and
 - (b) charge interest on the overdue amount at the rate of 4% per annum above Lloyds Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 7.7 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Seller may, without limiting its other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights in the Goods or arising out of or in connection with the Goods are and shall (other than to the extent that such Intellectual Property Rights are the Buyer's pre-existing intellectual property provided to the Seller in order for the Seller to provide the Goods to the Buyer under the Contract) remain the exclusive property of the Seller.
- 8.2 The Buyer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Buyer's use of any such Intellectual Property Rights is conditional on the Seller obtaining a written licence from the relevant licensor on such terms as will entitle the Seller to license such rights to the Buyer.

9. 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, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 9 shall survive termination of the Contract.

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10. Limitation of Liability

10.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

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

10.2 Subject to clause 10.1:

- (a) the Seller shall under no circumstances whatever be liable to the Buyer, 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 ; and
- (b) the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

10.3 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.

10.4 This clause 10 shall survive termination of the Contract.

11. Termination

11.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) 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 the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party 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 its assets and such attachment or process is not discharged within 14 days;
- (g) 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 the other party (being a company);
- (h) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(b) to clause 11.1(i) (inclusive);
- (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (l) the other party's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
- (n) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

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

11.3 Without limiting its other rights or remedies, the Seller may suspend all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause

11.1 (b) to clause 11.1(m), or the Seller reasonably believes that the Buyer is about to become subject to any of them.

11.4 On termination of the Contract for any reason:

- (a) the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, which shall be payable by the Buyer immediately on receipt;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, 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; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

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12. Compliance with Laws

RWC's ("Seller") business is subject to the laws of the U.S., Australia, U.K., European Union, and other countries regarding economic sanctions, export restrictions and other trade controls. Therefore, it is the policy of Seller that neither its Products nor any component thereof will be acquired, shipped, transferred, exported or re-exported, directly or indirectly, into any country, entity or person prohibited by economic sanctions, export restrictions and other trade controls.

Purchaser/Distributor agrees and warrants that neither the RWC Products nor any component thereof is being or will be shipped, transferred, exported or re-exported, directly or indirectly, to Iran, Syria, Cuba, North Korea, Ukraine (Crimea region) or any other country, entity or person sanctioned by the laws of the U.S., Australia, U.K., European Union, and other countries, where applicable. Purchaser/Distributor bears responsibility for complying with applicable economic sanctions and export law compliance requirements.

Purchaser/Distributor shall maintain resale transaction records (except for retail sales to consumers) for a period of 5 years and make its records available to Seller at Seller's request, to permit Seller to confirm Purchaser/Distributor's compliance with its obligations as set forth in this Section. Purchaser/Distributor will indemnify Seller against governmental claims based on Purchaser/Distributor's clear breach of this provision.

Resources to comply by searching for sanctioned parties:

U.S. Sanctions:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx>

Australia Sanctions:

<https://www.dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list>

U.K. Sanctions:

<https://sanctionssearch.ofsi.hm-treasury.gov.uk/>

European Union Consolidated Sanction List:

<https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>

13. Force Majeure

- 12.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 12.3 If the Force Majeure Event prevents the Seller from providing any of the Goods for more than 4 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

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14. General

- 13.1 **Change in Buyer.** The Buyer shall immediately notify the Seller in writing of any change in the Buyer's contact information, business name, structure, ownership or authorised representatives. Other than expressly agreed in writing and subject to clause 11.1(n), any such change shall not affect the Buyer's obligations under the Contract.
- 13.2 **Assignment and other dealings.**
- (a) The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
 - (b) The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.3 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
 - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.3(a); 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; 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.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
- 13.4 **Severance.**
- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
 - (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.5 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.
- 13.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 13.7 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.8 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Seller.
- 13.9 **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.10 **Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).