



# **TERMS & CONDITIONS OF SALE**

Revised: Nov 2020

**1 Definitions and interpretation**

1.1 In these Conditions the following definitions apply:

<b>Affiliate</b>	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
<b>Conditions</b>	means the Supplier's terms and conditions of sale set out in this document;
<b>Contract</b>	means the agreement between the Supplier and the Customer for the sale and purchase of the Goods incorporating these Conditions and the Order;
<b>Control</b>	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 OR means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and <b>Controls, Controlled</b> and <b>under common Control</b> shall be construed accordingly;
<b>Customer</b>	means the person who purchases the Goods from the Supplier and whose details are set out in the Order;
<b>Force Majeure</b>	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
<b>Goods</b>	means the goods and related accessories, spare parts and documentation and other

	physical material set out in the and to be supplied by the Supplier to the Customer;
<b>Location</b>	means the address(es) for delivery of the Goods as set out in the Order;
<b>Order</b>	means an order for the Goods from the Supplier placed by the Customer in substantially the same form set out in the Schedule overleaf OR in the Supplier's sales order form;
<b>Price</b>	has the meaning given in clause 3.1;
<b>Specification</b>	means the description, or specification of the Goods and their packaging set out or referred to in the Order;
<b>Supplier</b>	means SFC (Europe) Limited, Company number 08215698, registered office at of 3rd Floor Regent House, Bath Avenue, Wolverhampton, West Midlands, WV1 4EG;
<b>VAT</b>	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods; and
<b>Warranty Period</b>	has the meaning given in clause 9.1.

- 1.2 In these Conditions, unless the context requires otherwise:
- 1.2.1 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
  - 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
  - 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
  - 1.2.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
  - 1.2.5 a reference to a gender includes each other gender;
  - 1.2.6 words in the singular include the plural and vice versa;
  - 1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
  - 1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email);

1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract; and

1.2.10 a reference to legislation includes all subordinate legislation made from time to time under that legislation.

## **2 Application of these conditions**

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees signed in writing.

2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.

2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Goods subject to these Conditions.

2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.

2.6 The Customer may within 5 days of placing an Order amend or cancel an Order by written notice to the Supplier. If the Customer amends or cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of deemed receipt of the amendment or cancellation.

2.7 Each Order shall be deemed to be a separate offer by the Customer to purchase Goods on the terms of this agreement, which the Supplier shall be free to accept or decline at its absolute discretion.

2.8 The Customer is responsible for ensuring that the terms of an Order, the Supplier's written acceptance of an Order and any applicable Specification submitted by the Customer, are complete and accurate in all respects. The Customer must notify the Supplier in writing within 3 Business Days of an error or inaccuracy in an Order, the Supplier's written acceptance of an Order or the Specification being discovered by the Customer. If an Order, the Supplier's written acceptance of an Order or the Specification are not complete or accurate, the Customer's liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order.

2.9 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier for 30 Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.

2.10 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the earlier of:

2.10.1 the Supplier's written acceptance of the Order; or

- 2.10.2 the Supplier dispatching the Goods or notifying the Customer that they are available for collection (as the case may be).
- 2.11 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.12 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply the Goods and are incapable of being accepted by the Customer.
- 2.13 Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.

### **3 Price**

- 3.1 The price for the Goods shall be as set out in the Order or price list agreed between the Supplier and Customer in writing from time to time in the absence of such (**Price**).
- 3.2 The Prices are exclusive of:
  - 3.2.1 packaging, delivery, and insurance which shall be charged in addition at the Supplier's standard rates, and
  - 3.2.2 VAT (or equivalent sales tax).
- 3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 3.4 Notwithstanding clause 3.4, the Supplier may in its sole discretion increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Goods.

### **4 Payment**

- 4.1 The Supplier shall invoice the Customer for the Goods at any time after the Order. **Payment of the Price shall be in the manner as specified in the Order.**
- 4.2 The Customer shall pay all invoices:
  - 4.2.1 in full without deduction or set-off, in cleared funds within 10 Business Days of the date of each invoice or as otherwise agreed in writing between the parties; and
  - 4.2.2 to the bank account nominated by the Supplier.
- 4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date the Supplier may, without limiting its other rights, charge interest on such sums at 2% per month, until payment is made in full.

### **5 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.

## **6 Delivery**

- 6.1 An Order shall specify whether the Goods are to be:
  - 6.1.1 delivered by the Supplier, or by a carrier appointed by the Supplier, to the Location on the date(s) specified in the Order; or
  - 6.1.2 made available for collection by the Customer at the Supplier's, or carrier's, premises set out in the Order (as the case may be). The Customer shall collect the Goods within the period specified in the Order.
- 6.2 The Goods shall be deemed delivered:
  - 6.2.1 if delivered by the Supplier under clause 6.1.1, on arrival of the Goods at the Location;
  - 6.2.2 if delivered by a carrier under clause 6.1.1, on delivery of the Goods by the Supplier to the carrier; or
  - 6.2.3 if collected by the Customer under clause 6.1.2, when the Supplier makes the Goods available for collection at the Supplier's, or carrier's, premises (as the case may be).
- 6.3 The Customer shall not be entitled to reject any delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied provided the volumes are within the tolerances (if any) set out in clause 6.7 or the Order.
- 6.4 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel (or delay payment on) any other instalment.
- 6.5 Time of delivery is not of the essence. The Supplier shall use its reasonable endeavours to meet delivery dates but such dates are approximate only.
- 6.6 The Supplier shall not be liable for any delay in or failure of delivery caused by:
  - 6.6.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location as required for delivery or (iii) provide the Supplier with adequate instructions for delivery or otherwise relating to the Goods;
  - 6.6.2 the Customer's failure to collect the Goods from the Supplier's premises; or
  - 6.6.3 Force Majeure.
- 6.7 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all costs and expenses incurred by the Supplier in doing so.
- 6.8 If 10 Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods. The Supplier shall:
  - 6.8.1 deduct all reasonable storage charges and costs of resale; and

6.8.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

6.9 In accordance with industry standards, the parties agree that if, in respect of an Order, the Supplier delivers up to and including 10% more or less than the quantity of the Goods ordered, the Customer shall not be entitled to reject the Order.

## **7 Risk**

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

## **8 Title**

8.1 Title to the Goods shall not pass to the Customer until the earlier of:

8.1.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods; and

8.1.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 8.3.2.

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

8.2.1 store the Goods separately from all other material in the Customer's possession;

8.2.2 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

8.2.3 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;

8.2.4 ensure that the Goods are clearly identifiable as belonging to the Supplier;

8.2.5 not remove or alter any mark on or packaging of the Goods;

8.2.6 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 13.1.1 to 13.1.4 or 13.2.1 to 13.3; and

8.2.7 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.

8.3 Subject to clause 8.4, 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:

8.3.1 it does so as principal and not as the Supplier's agent; and

8.3.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

8.4 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become

subject to any of the events specified in clauses 13.1.1 to 13.1.4 or 13.2.1 to 13.3, the Supplier may:

8.4.1 require the Customer, at the Customer's expense, to re-deliver the Goods to the Supplier; and

8.4.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

## **9 Warranty, Acceptance and Defective Goods**

9.1 The Supplier warrants that on delivery, and for a period of 3 months from delivery (the **Warranty Period**), the Goods shall:

9.1.1 conform in all material respects with the Order and the Specification (if any);

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

9.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

9.2 The Customer may reject any Goods delivered to it that do not comply with (a) clause 9.1 and/or (b) subject to clause 6.9, the quantity of the Goods ordered as set out in an Order, provided that:

9.2.1 notice of rejection is given to the Supplier:

(a) in the case of a defect that is apparent on normal visual inspection of the Goods, within 5 Business Days of delivery in accordance with clause 6;

(b) in the case of a latent defect, within a reasonable time of the latent defect having become apparent provided such defect is notified to the Supplier in writing within the Warranty Period;

(c) in the case of an incorrect quantity of Goods being delivered, within 5 Business Days of delivery in accordance with clause 6.

9.2.2 none of the events listed in clause 9.6 apply.

9.3 If the Customer fails to give notice of rejection in accordance with clause 9.2 it shall be deemed to have accepted these Goods.

9.4 The Supplier shall, at its option, repair, replace, or refund the Price of any of the Goods that do not comply with clause 9.1 or have been rejected by the Customer in accordance with clause 9.2, provided that the Customer:

9.4.1 gives notice in writing to the Supplier during the Warranty Period within 5 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 9.1;

9.4.2 provide the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;

9.4.3 gives the Supplier a reasonable opportunity to examine the defective Goods; and

9.4.4 returns the defective Goods to the Supplier's place of business at the Customer's cost.



- 9.5 The provisions of these Conditions, including the warranties set out in clause 9.1, shall apply to any of the Goods that are repaired or replaced with effect from the date of delivery of the repaired or replaced Goods.
- 9.6 The Supplier shall not be liable for any failure of the Goods to comply with clause 9.1:
- 9.6.1 where such failure arises by reason of wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of the Goods;
  - 9.6.2 to the extent caused by the Customer's failure to comply with or follow the Supplier's oral or written instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance of the Goods;
  - 9.6.3 to the extent caused by the Supplier following any specification or requirement of the Customer in relation to the Goods;
  - 9.6.4 where the Customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's oral or written instructions; or
  - 9.6.5 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with clause 9.1.
  - 9.6.6 where the Goods differ from their description or Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 9.7 Except as set out in this clause 9:
- 9.7.1 the Supplier gives no warranties and makes no representations in relation to the Goods; and
  - 9.7.2 shall have no liability for their failure to comply with the warranty in clause 9.1  
  
and all warranties and conditions (including the conditions implied by s 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 9.1 The terms of this agreement shall apply to any replacement Goods supplied by the Supplier to the Customer.

## **10 Indemnity and insurance**

- 10.1 The Customer shall indemnify the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses which the Supplier may suffer or incur directly or indirectly from the Customer's breach of any of its obligations under the Contract.
- 10.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply (so far as is reasonable) evidence of the maintenance of the insurance and all of its terms from time to time applicable.

## **11 Limitation of liability**

- 11.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.
- 11.2 Subject to clauses 11.5 and 11.6, the Supplier's total liability shall not exceed a sum that is equal to the lower of:
- 11.2.1 the Price (as defined in clause 3.1 of these terms and conditions); or
  - 11.2.2 £20,000.
- 11.3 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for consequential, indirect or special losses.
- 11.4 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for any of the following (whether direct or indirect):
- 11.4.1 loss of profit;
  - 11.4.2 loss of data;
  - 11.4.3 loss of use;
  - 11.4.4 loss of production;
  - 11.4.5 loss of contract;
  - 11.4.6 loss of opportunity;
  - 11.4.7 loss of savings, discount or rebate (whether actual or anticipated);
  - 11.4.8 harm to reputation or loss of goodwill.
- 11.5 The limitations of liability set out in clauses 11.2.2 to 11.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 11.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 11.6.1 death or personal injury caused by negligence;
  - 11.6.2 fraud or fraudulent misrepresentation;
  - 11.6.3 any other losses which cannot be excluded or limited by applicable law.

## **12 Force majeure**

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force

Majeure event continues for a continuous period of more than 14 days, either party may terminate the Contract by written notice to the other party.

### **13 Termination**

13.1 The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

13.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;

13.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 Business Days of receiving written notice of such breach;

13.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 14 days after the date that the Supplier has given notification to the Customer that the payment is overdue; or

13.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

13.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

13.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

13.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;

13.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

13.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

13.2.5 has a resolution passed for its winding up;

13.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

13.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within *seven* days of that procedure being commenced;

13.2.8 has a freezing order made against it;

13.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

13.2.10 is subject to any events or circumstances analogous to those in clauses 13.2.1 to 13.2.9 in any jurisdiction;

- 13.3 The Supplier may terminate the Contract any time by giving not less than 1 week notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
- 13.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 13, it shall immediately notify the Supplier in writing.
- 13.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

**14 Notices**

- 14.1 Any notice given by a party under these Conditions shall:
  - 14.1.1 be in writing and in English;
  - 14.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
  - 14.1.3 be sent to the relevant party at the address set out in the Contract.
- 14.2 Notices may be given, and are deemed received:
  - 14.2.1 by hand: on receipt of a signature at the time of delivery;
  - 14.2.2 by post: at 9.00 am on the second Business Day after posting;
  - 14.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and
  - 14.2.4 by email on receipt of a delivery email from the correct address
- 14.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 14.1 and shall be effective:
  - 14.3.1 on the date specified in the notice as being the date of such change; or
  - 14.3.2 if no date is so specified, ten Business Days after the notice is deemed to be received.
- 14.4 This clause 14 does not apply to notices given in legal proceedings or arbitration.

**15 Time**

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

**16 Further assurance**

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

**17 Entire agreement**

- 17.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 17.2 Each party acknowledges that it has not entered into the Contract] in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 17.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

**18 Variation**

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, the Supplier.

**19 Assignment**

- 19.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent which it may withhold or delay at its absolute discretion.

**20 Set-off**

- 20.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.
- 20.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

**21 No partnership or agency**

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

**22 Equitable relief**

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

**23 Severance**

- 23.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

- 23.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

## **24 Waiver**

- 24.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 24.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

## **25 Compliance with law**

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such 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.

## **26 Conflicts within contract**

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

## **27 Costs and expenses**

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

## **28 Third party rights**

- 28.1 Except as expressly provided for in clause 28.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 28.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

## **29 Governing law**

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

**30 Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).