



TaperedPlus Limited

Terms & Conditions

Valid from: 1st September 2020

The Buyer's attention is particularly drawn to the provisions of Clause 10 (Liability).

1. INTERPRETATION

a. In these Conditions:

- **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- **"Buyer"** means the person who purchases Services and associated Goods from the Seller.
- **"Conditions"** mean the standard terms and conditions of sale set out in this document as amended from time to time.
- **"Consequential Loss"** means any wasted or additional expenditure incurred, loss of product, loss of business, loss of revenue, loss of profit or anticipated profit and loss of use (including, without limitation, loss of use or the cost of use of property, equipment, materials and services (including without limitation, those provided by contractors or subcontractors or other third parties)), and losses incurred arising out of or in connection with any third party claim, whatsoever or howsoever occurring whether or not such losses were foreseeable at the time of entering into the Contract.
- **"Contract"** means the contract between the Seller and the Buyer for the supply of Services and associated Goods in accordance with these Conditions.
- **"Deliverables"** means all materials developed by the Seller in relation to the Buyer's roofing project including any designs, diagrams and Specifications (including drafts).
- **"Goods"** mean the goods (or any part of them) which the Seller is to supply in accordance with these Conditions as set out in the Project Quote issued by the Seller to satisfy the Specification.
- **"Order"** means the Buyer's order for Services and associated Goods as set out in the Buyer's purchase order or written approval of the Seller's Project Quote.
- **"Project Quote"** means the Seller's quotation for the provision of Services and / or the supply of associated Goods in accordance with the Specification, provided to the Buyer in writing, as the same may be amended prior to the Seller issuing an Order Confirmation.
- **"Seller"** means TaperedPlus Limited (registered in England under number 09290629) whose registered office is at TaperedPlus House, 8 Halegrove Court, Bowesfield Park, Stockton On Tees, England TS18 3DB and references to "we", "us" or "our" will be interpreted accordingly.
- **"Services"** means the roofing design services, including the Deliverables, together with the sale and arrangement of delivery to the Buyer of the Goods as set out in the Specification.
- **"Specification"** means the output from the design process provided by the Seller to the Buyer, and based on any plans, information, measurements and data provided by or on behalf of the Buyer.



- b. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- c. 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.
- d. A reference to writing or written includes fax and email.
- e. A reference to a party includes its personal representatives, successors and permitted assigns.
- f. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF CONTRACT

- a. The Order constitutes an offer by the Buyer to purchase Services and associated Goods in accordance with these Conditions.
- b. The Order shall only be deemed to be accepted when the Seller issues written acceptance of the Order (an “**Order Confirmation**”) at which point and on which date the Contract shall come into existence.
- c. Any Seller materials including samples, sales literature, manuals, drawings, specifications, quotations or other descriptive matter in respect of the Services or associated Goods or other document issued by the Seller (“**Information**”) are not an offer to the Buyer to create a Contract, nor shall they form part of the Contract. Any typographical or clerical error or omission in the Information, may be corrected by the Seller without any liability to the Buyer.
- d. These Conditions apply to the Contract to the exclusion of any other terms and conditions which the Buyer may purport to apply or seek to impose or incorporate or which are implied by law, trade custom, practice or course of dealing.
- e. Any Project Quote provided by the Seller shall not constitute an offer, and is only valid for a period of 60 Business Days.
- f. All of these Conditions shall apply to the supply of both Services and associated Goods except where application to one or the other is specified.

3. GOODS

- a. The Seller warrants that, for a period of [6 months] from the date of delivery, the Goods shall conform in all material respects with their description in the Specification. All other warranties, conditions or terms implied by statute or common law are excluded to the fullest extent permitted by law.
- b. The Buyer acknowledges that the Seller is not the manufacturer of the Goods. However, the Seller shall, where any manufacturer’s warranty is not expressed to be enforceable directly by the Buyer:
 - i. upon request in writing;
 - ii. to the full extent that such assignment is permitted and possible; and
 - iii. subject to any conditions attached to the same,

assign the benefit of any warranty applicable to the Goods supplied under this Contract. The rights assigned may (where expressly agreed in writing by the Seller and subject to such conditions as the Seller may require) authorise the Buyer to pursue any claim arising in the name of the Seller.



- c. If the Goods are to be procured or any process is to be applied to the Goods, in accordance with any requests or specifications submitted by the Buyer or if the Buyer places an order for bespoke material, the Buyer shall indemnify the Seller against all liabilities, damages, costs and expenses and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Seller arising out of or in connection with any claim made against the Seller for infringement of any patent, copyright design, trademark or other industrial or intellectual property rights of any other person arising out of the Seller's use of the Buyer's specification. This clause shall survive termination of the Contract.
- d. The Seller reserves the right to accept any changes in the manufacturer's specification of the Goods (and make subsequent changes to the Specification):
 - iv. in order to conform with any applicable statutory or regulatory requirements; or
 - v. where the Goods are not readily available or cannot be obtained at reasonable cost, if such changes do not materially affect the quality or performance of the Goods.

Where we become aware of a change in the manufacturer's specification of the Goods, we will consult with you so far as reasonably practical before accepting any such change.

4. SERVICES

- a. The Seller warrants that the Services will be provided using reasonable skill and care. All other warranties, conditions or terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this Contract shall be interpreted as requiring any higher or absolute standard of performance in relation to such matters.
- b. The Seller shall use all reasonable endeavours to ensure dates specified for delivery of the Goods are met but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- c. The Seller reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer in any such event.
- d. All intellectual property rights created, developed or used by the Seller in providing the Services shall remain the sole property of the Seller.

5. BUYER'S OBLIGATIONS

- a. The Buyer shall:
 - i. ensure that the terms of the Order and any plans, information, measurements and data provided by it, or on its behalf in respect of specifications for the Services and associated Goods are complete and accurate;
 - ii. co-operate with the Seller in all matters relating to the Services;
 - iii. provide the Seller with such information and materials as the Seller may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
 - iv. comply with all applicable laws, including health and safety laws.
- b. If the Seller's performance of any of its obligations under the Contract is prevented or delayed by any act or



omission by the Buyer or failure by the Buyer to perform any obligation under this Contract by the time such obligation ought to be complied with in order to facilitate the Seller's performance of its obligations under this Contract (a "**Buyer Default**"), then:

- i. without limiting or affecting any other right or remedy available to it, the Seller shall have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations in each case to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;
- ii. the Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause; and
- iii. the Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default.

6. PRICE AND PAYMENT

- a. The price of the Services and associated Goods is set out in the Project Quote. The price (unless stated otherwise) is exclusive of value added tax or any other sales tax that is applicable, and all costs and charges of transport and delivery which the Buyer shall be additionally liable to pay to the Seller.
- b. The Seller reserves the right, by giving notice to the Buyer, to increase its prices to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation), any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions when the same are required in order for the Seller to perform obligations under this Contract, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any additional costs arising in consequence of the termination of the United Kingdom's membership of the European Union, and/or the infection or suspected infection of any person by the COVID-19 virus; and/or the actions of the UK Government or other relevant governmental or regulatory bodies in the UK or abroad in relation to the COVID-19 virus; and/or compliance by any person with advice from the UK Government, the National Health Service or other health or regulatory bodies in relation to the COVID-19 virus; and/or events such as the foregoing but in respect of any other disease, virus or pathogen or other infection in respect of which the World Health Organisation issues an alert to its Global Outbreak Alert and Response Network or recognises it as an epidemic or pandemic which has a material impact upon the ability of the Seller to perform this Agreement or to enforce performance by any supplier of the Seller whose performance the Seller relies upon to perform this Contract.
- c. If the Buyer instructs the Seller to change any delivery dates, quantities, types of Goods or specifications for the Goods the Seller may adjust the price of the Goods by an amount which is fair and reasonable in the circumstances and such a price adjustment will be notified to the Buyer before the Goods are dispatched.
- d. The Seller shall invoice the Buyer on or at any time after completion of delivery or deemed delivery of the Goods.
- e. The Buyer shall pay each invoice submitted by the Seller as follows:
 - i. where the Buyer is not party to a credit agreement with the Seller, payment shall be made within 30 days of the date of the relevant invoice; or
 - ii. where the Buyer is party to a credit agreement with the Seller, the Buyer's liability to pay shall be governed by these Conditions and payment shall be made in accordance with such credit terms as agreed by the Seller; and



- iii. payments shall be made in full and cleared funds to a bank account nominated by the Seller.
- f. If the Buyer fails to make a payment due to the Seller under the Contract by the due date, then, without limiting the Seller's remedies under clause 10 (Termination), the Buyer shall pay interest on the overdue sum from that due date until the date of actual payment of the overdue sum whether before or after judgement. Interest under this clause shall accrue each day at 4% a year above the Bank of England's base rate from time to time.
- g. 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. DELIVERY:

- a. The vast majority of Goods that we offer are special, bespoke orders procured from manufacturers. Therefore, any delivery dates we provide in respect of Goods are best estimates only.

In all cases, you will be kept informed and updated of delivery schedules so far as reasonably practical.
- b. The Seller shall (as required by the Buyer) either:
 - i. inform the Buyer of its ability to collect the Goods (where permitted) from the relevant manufacturer or supplier premises as notified to the Buyer; or
 - ii. arrange delivery of the Goods by the relevant manufacturer or supplier, to the location set out in the Order or such other location as the parties may agree in writing,

(the "**Delivery Location**").
- c. Delivery of the Goods shall occur when:
 - i. where the Buyer is collecting the Goods in accordance with clause 7(b)(i), the Buyer take possession of the Goods from the manufacturer's or supplier's premises; or
 - ii. where the Seller has arranged for delivery of the Goods, the Goods are ready for unloading at the Delivery Location. Due to insurance guidelines or other health and safety or site security considerations, delivery personnel may not be able to enter or may be restricted or prohibited from entering the delivery site for Goods supplied. In these cases delivery will be to the kerbside of the Delivery Location. The Buyer is responsible for any additional lifting of the Goods once the delivery has been made.
- d. Delivery will only be made within the United Kingdom. The Seller may be unable to deliver to some parts of the UK due to manufacturer and supplier restrictions. Please contact us prior to placing your Order to check whether we can arrange delivery to your area if you are unsure.
- e. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods caused by a Force Majeure Event 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 or if the Buyer fails to accept delivery of the Goods when the attempts to make delivery are made. Time for delivery shall not be of the essence. The Goods may be delivered in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- f. If applicable to you we strongly recommend that you do not book fitters or tradesmen until your Order has been fully delivered and checked by you. We cannot be held responsible for any third-party charges incurred due to non-delivery of Goods, or Goods that have not been checked on delivery.



- g. We are not able to process Orders or deliver on UK Bank Holidays and weekends.
- h. Where the Goods are to be delivered in instalments, each instalment shall constitute a separate obligation to supply Goods under the Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- i. In the event of a failure to deliver the Goods, the Seller's liability shall be limited to the costs and expenses incurred by the Buyer in obtaining (in the cheapest available market) replacement Goods of a similar description and quality, 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 or 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.
- j. If the Buyer fails to take or accept delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery 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:
 - i. delivery of the Goods shall be deemed to have been completed at 9:00am on the third Business Day following the day on which the Seller notified the Buyer that the Goods were ready for delivery; and
 - ii. the Seller shall store the Goods until actual delivery takes place and charge the Buyer for the reasonable costs (including insurance) of storage.
- k. If ten Business Days after the day on which the Seller notified the Buyer that the Goods were ready for delivery, the Buyer has failed to take or accept delivery of them, the Seller may at its option:
 - i. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.
 - ii. re-sell or otherwise dispose of all or part of the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price of the Goods, or charge the Buyer for any shortfall below the price of the Goods.
 - iii. charge the Buyer for the carriage costs incurred for re-delivery if applicable.

8. DAMAGES, OUR ERROR, SHORTAGES OR NON DELIVERY:

- a. The Seller shall not be liable for any shortages in quantity of Goods delivered, any Goods delivered damaged, or any Goods provided in error, unless the Buyer provides the Seller with written notice of such shortages, damage or errors within 1 day of delivery. In any event, the Seller's liability shall be limited to, at its option:
 - i. using reasonable endeavours to procure to make good the shortfall of or damage to the Goods or rectify the error as soon as reasonably practicable; or
 - ii. sourcing appropriate and equivalent goods that are reasonably comparable in specification to the Goods.
- b. Claims for non-delivery must be made in writing to the Seller within 1 day of the date when the Goods would, in the ordinary course of events, have been delivered, else the Goods shall be deemed to have been delivered in accordance with the Contract.
- c. Goods must not be returned without our prior authorisation. Unauthorised returns will not be accepted. We may request (and you will provide) photographic or other evidence of and information concerning any such identified



issues.

To arrange a return please contact us by email at sales@taperedplus.co.uk. We will cover the cost of the return if the Goods are found by us to be defective, damaged or we have made an error with the Goods delivered.

9. TERMINATION

- a. No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- b. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving notice in writing to the other party if:
 - i. the other party commits a material breach of its obligations hereunder and (if capable of remedy) fails to remedy the breach within 30 Business Days after receipt of written notice to do so;
 - ii. the other party becomes unable to pay its debts when they fall due within the meaning of section 123 of the Insolvency Act 1986 or is the subject of insolvency administration, bankruptcy (or similar) orders, notices, proceedings, resolutions or arrangements.
- c. Without affecting any other right or remedy available to it, the Seller may terminate the Contract:
 - i. on giving the Buyer written notice at any time;
 - ii. With immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- d. Without affecting any other right or remedy available to it, the Seller may suspend the supply of Services or stop Goods in transit or suspend 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 the Contract on the due date for payment, if the Buyer becomes subject to any of the events listed in clause 10(b)(ii) or the Seller reasonably believes that the Buyer is about to become subject to any of them.
- e. Upon termination of the Contract:
 - i. the Seller shall be under no further obligation to supply Services and associated Goods to the Buyer; and
 - ii. the Buyer must immediately pay to the Seller all outstanding sums and interest it owes the Seller under the Contract and on any account of whatever nature. In respect of any Services and associated Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- f. Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

10. LIABILITY

- a. In addition to any exclusions from liability expressly set out within these Conditions, the restrictions on liability in this clause 10 apply to every other liability arising under and in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.



- b. Nothing in these Conditions excludes or limits any liability which cannot legally be limited, including liability for:
 - i. death or personal injury caused by negligence;
 - ii. fraud or fraudulent misrepresentation;
 - iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - iv. defective products under the Consumer Protection Act 1987.
- c. Subject to clause 10(b), the Seller's total liability to the Buyer shall not exceed the price paid by the Buyer to the Seller under the Contract.
- d. The Seller does not accept any liability for loss of profits, loss of sales or business, depletion of goodwill, loss of agreements or contracts, loss of use or corruption of software, data or information, loss of anticipated savings and indirect loss or Consequential Loss whatsoever or howsoever caused.
- e. Where any Services and / or associated Goods are defective the Seller shall, at its sole option, replace the Goods (or the defective part in question) free of charge and / or rectify the defective Service, and / or refund to the Buyer the price of such defective Services or Goods (or a proportionate part of the price), provided that:
 - i. The Buyer notifies the Seller in writing that the Goods or Services do not comply with the warranties set out within these Conditions:
 - a. within 7 days of the date of delivery of the Goods (in respect of defective Goods); or
 - b. within 7 days of completion of the Services (in respect of defective Services); or
 - c. where the defect or failure was not immediately apparent on reasonable inspection, within 7 days after discovery; but
 - d. in any event not later than 6 months after delivery of the Goods or completion of the Services.

(If delivery is not refused, or the Buyer does not notify the Seller in accordance with this clause, the Seller shall have no liability for such defects, and the Buyer shall be bound to pay the price as if the Services and associated Goods had been delivered in accordance with the Contract);
 - ii. The Buyer makes no further use of such Goods after giving notice in accordance with this clause 10;
 - iii. The defect has not arisen because any act or omission of the Buyer which fails to follow good trade practice;
 - iv. The Buyer has not altered or repaired such Goods without written consent of the Seller;
 - v. The defect has not arisen as a result of the Seller following any specification provided by the Buyer;
 - vi. The defect has not arisen as a result of fair wear and tear, willful damage, negligence or abnormal working conditions; and
 - vii. The Buyer provides the Seller with a reasonable opportunity after receiving notice to examine such Services and / or associated Goods, and, only if authorised to do so in advance in accordance with clause 8(c), returns such Goods to the Seller's place of business.
- f. Except as provided in this clause, the Seller shall have no further liability to the Buyer in respect of defective Services and / or associated Goods in respect of their failure to comply with the warranties set out in these



Conditions.

- g. The terms of these Conditions shall apply to any replacement Services and / or associated Goods supplied by the Seller.
- h. Some Goods which the Seller sells to the Buyer may come with a manufacturer's guarantee. For details of any applicable guarantee offered and available to the Buyer, the Buyer should refer to the manufacturer's guarantee provided with the Goods. The Seller shall not be legally responsible or liable for any obligation under any such manufacturer guarantees.
- i. Except in respect of an loss or damage caused by the Seller's negligence, the Buyer hereby indemnifies the Seller and undertakes to keep the Seller indemnified against any loss, costs, charges, liabilities or expenses including legal costs, reasonably incurred by the Seller relating to the Buyer's breach of the Contract.
- j. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application, use of the Goods or the suitability of any Goods for a particular purpose is given by the Seller as guidance only (based on information provided by the Buyer) and is followed or acted upon entirely at the Buyer's own risk without liability on the Seller's part.
- k. This clause 10 shall survive termination of the Contract.

11. **FORCE MAJEURE**

- a. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract due to any delay in performing, or any failure to perform, any of the Seller's obligations under the Contract (in whole or in part) if such delay or failure result from events, circumstances or causes beyond the Seller's reasonable control (a "**Force Majeure Event**"), which shall include (without limitation) any:
 - i. act of God, explosion, flood, tempest, fire or accident;
 - ii. war or threat of war, sabotage, insurrection, civil disturbances or requisitions;
 - iii. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
 - iv. import or export regulations or embargoes;
 - v. strikes, lock-out or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - vi. difficulties or increased expense in obtaining goods, raw materials, labour, fuel, parts or machinery;
 - i. act, omission or default of suppliers or sub-contractors;
 - ii. power failure or breakdown in machinery;
 - iii. Brexit; and
 - iv. the infection or suspected infection of any person by the COVID-19 virus; and/or the actions of the UK Government or other relevant governmental or regulatory bodies in the UK or abroad in relation to the COVID-19 virus; and/or compliance by any person with advice from the UK Government, the National Health Service or other health or regulatory bodies in relation to the COVID-19 virus; and/or events such as the foregoing but in respect of any other disease, virus or pathogen or other infection in respect of which the World Health Organisation issues an alert to its Global Outbreak Alert and Response Network or recognises it as an epidemic or a pandemic.



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.

- b. If such a Force Majeure Event continues for a period in excess of 2 months, either the Seller or the Buyer shall be entitled to give each other written notice to end the Contract.
- c. For the avoidance of doubt, the occurrence of a Force Majeure Event shall not release the Buyer from its obligation to pay any sums due under the terms of this Contract.

12. RISK/TITLE

- a. The risk in the Goods shall pass to the Buyer on completion of delivery or deemed delivery.
- b. Title to the Goods shall not pass to the Buyer until the later of delivery or the Seller receiving payment in full (in cash or cleared funds) of all sums due to it in respect of the Goods, and all other sums which are or which become due to the Seller from the Buyer on any account.
- c. The Seller shall be entitled to recover payment for the Goods even though ownership of any of the Goods has not passed from the Seller.
- d. Until title to the Goods has passed to the Buyer, the Buyer shall (unless and to the extent that Clause 7(k) applies):
 - i. store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
 - ii. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - iii. 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;
 - iv. notify the Seller immediately if it becomes subject to any of the events listed in **Error! Bookmark not defined.**9(b)(ii); and
 - v. give the Seller such information relating to the Goods as the Seller may require from time to time.
- e. If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in **Error! Bookmark not defined.**9(b)(ii) then, without limiting any other right or remedy the Seller may have, the Seller may at any time:
 - i. require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - ii. 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.

13. GENERAL

- a. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and sent by hand or by pre-paid first-class post or other next working day delivery service and, in each case, addressed to that other party at its registered office or its principal place of business. Any notice delivered by hand will be deemed to be received on at the time the notice is left at the proper address. Any notice sent by pre-paid first-class post or other next working day delivery service, will be deemed to have been received at 9:00am on the second Business Day after posting or at the time recorded by the delivery service.



- b. A notice given under this Contract shall not be valid if sent by email.
- c. The Buyer shall not assign, transfer, charge or deal in any other manner with the Contract or any of its rights under it, nor purport to do any of the same, nor subcontract any or all of its obligations under the Contract without having obtained the prior written consent from the Seller.
- d. This Contract comprises the entire agreement between the parties in relation to fees payable and legal terms but the parties acknowledge that the Seller's understanding of the nature of the project and the Services is based on additional information provided to and obtained by the Seller.
- e. The Buyer acknowledges in entering into this Contract that it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) made by the Seller or its employees or agents that is not set out in this Contract.
- f. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and is signed by the parties.
- g. Unless expressly stated 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.
- h. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- i. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- j. If any provision of these Conditions is held by any competent authority or in any judicial proceedings to be invalid or unenforceable in whole or in part it shall be deemed deleted, but the validity and enforceability of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- k. 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 laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such disputes or claims.