

## Mi-King Ltd Terms and Conditions for Purchase of Goods and Services

### 1. INTERPRETATION

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

**Applicable Incoterm**

the Incoterms® 2010 rule stated in the Order (or, if none is stated there and none is otherwise agreed in writing by the Parties, DDP), including the Place of Destination;

**Applicable Law**

all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction together with all codes of practice having force of law, statutory guidance, regulatory policy or guidance and industry codes of practice;

**Business Day:**

a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Commencement Date:**

has the meaning set out in clause 2.2;

**Conditions:**

these terms and conditions as amended from time to time in accordance with clause 17.7;

**Contract:**

the contract between the Buyer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions comprising of the Order and these Conditions;

**Buyer:**

Mi-King Limited registered in England and Wales with company number 02312388;

**Buyer Materials:**

has the meaning set out in clause 6.3.9;

**Deliverables:**

all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the supply of Goods or Services in any form or media (including drafts);

**Delivery Date**

the date for delivery of the Goods in an Order as stated in the Order or, if no date is specified, that is within a reasonable time and in any event within 28 days of the Order date;

**Goods:**

the goods (or any part of them) set out in the Order;

**Goods Specification:**

any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer and the Supplier;

**Intellectual Property Rights:**

patents, rights to inventions, copyright and related rights, design rights, 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;

**Liabilities:**

all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);

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### **Order:**

the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form, or in the Buyer's written acceptance of the Supplier's quotation, as the case may be;

### **Place of Destination:**

the named delivery destination being a place or port (and terminal at port, if any) as specified in the Order (or otherwise agreed in writing by the Parties); or if not specified in the order Mi-King Ltd, Bentall Business Park, Washington, Tyne & Wear. NE37 3JD

### **Services:**

the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;

### **Service Specification:**

the description or specification for Services agreed in writing by the Buyer and the Supplier.

### **Supplier:**

the person or firm from whom the Buyer purchases the Goods and/or Services.

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

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 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;
- 1.2.4 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
- 1.2.5 unless a expressly stated otherwise a reference to **writing** or **written** includes emails.

## 2. **BASIS OF CONTRACT**

- 2.1 The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
  - 2.2.1 the Supplier issuing written acceptance of the Order; or
  - 2.2.2 any act by the Supplier consistent with fulfilling the Orderat which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5 The Supplier's appointment is not exclusive and nor does it guarantee any level of business for the Supplier.

## 3. **SUPPLY OF GOODS**

- 3.1 It is a condition of the Contract that the Goods:
  - 3.1.1 shall correspond with their description and any applicable Goods Specification and be of the best quality materials and workmanship;
  - 3.1.2 shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer, expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgment;

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- 3.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery, or such other time as specified in the purchase order; and
- 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Buyer shall have the right to inspect and test the Goods at any time before delivery.
- 3.4 If following such inspection or testing the Buyer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Buyer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 4. **DELIVERY OF GOODS**
- 4.1 The Supplier shall deliver the Goods:
  - 4.1.1 to the Place of Destination, under the terms of the Applicable Incoterm and otherwise in accordance with the terms of this Agreement; and
  - 4.1.2 on the date specified in the Order or as otherwise agreed by the Buyer in writing during the Buyer's normal hours of business on a Business Day, or as instructed by the Buyer .
- 4.2 The Applicable Incoterm shall apply to the delivery of Goods and the Supplier shall comply with all of its obligations under it save where inconsistent with this Agreement in which case the latter shall prevail.
- 4.3 The Supplier shall ensure that:
  - 4.3.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and to be safely offloaded;
  - 4.3.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type, specification and quantity of the Goods, special storage instructions (if any);
  - 4.3.3 accurate information is provided to the Buyer of the country of origin of the Goods and shall be liable to the Buyer for any additional duties or taxes for which the Buyer may be accountable should the country of origin prove to be different from that advised by the Supplier; and
  - 4.3.4 if the Supplier requires the Buyer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
  - 4.3.5 When delivering goods at Buyer site, Supplier or their subcontractor shall at all times follow health and safety rules and vehicle speed limits, and such other reasonable procedures as are advised by Buyer or Buyer's employees.
  - 4.3.6 Supplier or their subcontractor shall not take any photographic records of Buyer's site. Reversing cameras on vehicles are permitted, provided that images are deleted and not permanently stored or distributed in any way.
- 4.4 Time for delivery of the Goods shall be of the essence. If the Supplier fails to deliver any Goods, in whole or in part, by the Delivery Date or delivers Goods to the wrong location the Buyer may recover damages from the Supplier for Liabilities and additional expenditure which it incurs as a consequence and in addition may reject the Goods, in which case clause 5.3 shall apply.
- 4.5 Delivery of the Goods shall be completed when the Goods are placed at the disposal of the Buyer at the Place of Destination.
- 4.6 If the Supplier:
  - 4.6.1 delivers less than 99 per cent of the quantity of Goods ordered, the Buyer may reject the Goods; or

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4.6.2 delivers more than 105 per cent of the quantity of Goods ordered, the Buyer may at its sole discretion reject the Goods or the excess Goods

and any rejected Goods shall be returnable at the Supplier's risk and expense.

4.7 The Supplier shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Buyer to the remedies set out in clause 5.3.

4.8 Title in the Goods shall pass to the Buyer on completion of delivery. Passing of title shall neither imply acceptance of the Goods nor prejudice the Buyer's rights of rejection or any other rights.

4.9 Unless otherwise stated in the Order, risk in all Goods shall pass to the Buyer upon delivery to the Place of Destination in accordance with the Incoterms.

### **5. ACCEPTANCE AND REJECTION**

5.1 The Buyer shall not be deemed to have accepted any Goods (or any Deliverables) until it has had a reasonable time to inspect them following delivery.

5.2 If any Goods supplied do not meet the requirements of this Contract, whether at time of delivery or subsequently (and regardless of whether the Goods have been accepted), the Buyer may recover damages from the Supplier for Liabilities and additional expenditure which it incurs as a consequence and in addition may:

5.2.1 require the Supplier to repair the Goods within 5 days of the Buyer's request;

5.2.2 accept the Goods as they are but on the basis of a reduction in the applicable Charges, as determined by the Buyer; or

5.2.3 reject the Goods, in which case clause 5.3 shall apply.

5.3 If the Buyer rejects any Goods it may:

5.3.1 return them to the Supplier or require the Supplier to collect them, either of which shall be at the Supplier's risk and expense;

5.3.2 have any advance sums paid for them, and any that have not yet been supplied, immediately returned by the Supplier;

5.3.3 cancel the Order in respect of any undelivered Goods;

5.3.4 refuse to take delivery of any subsequent part of the Order for the Goods;

5.3.5 (where the Goods are defective) require the Supplier to supply replacement Goods, at the Supplier's risk and expense; and

5.3.6 obtain substitute goods from another supplier and recover from the cost of doing so from the Supplier.

5.3.7 levy a warehouse charge on the Supplier, if goods are not collected by the Supplier within a reasonable timescale.

5.4 These Conditions shall extend to any repaired or replacement goods supplied by the Supplier.

5.5 The Buyer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

### **6. SUPPLY OF SERVICES**

6.1 The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to the Buyer in accordance with the terms of the Contract.

6.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Buyer.

6.3 In providing the Services, the Supplier shall:

6.3.1 co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;

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- 6.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - 6.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
  - 6.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Buyer;
  - 6.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 6.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
  - 6.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Law and immediately notify the Buyer of any claim or allegation that the Supplier is or may be in breach of any Applicable Law;
  - 6.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises;
  - 6.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Supplier (**Buyer Materials**) in safe custody at its own risk, maintain the Buyer's Materials in good condition until returned to the Buyer, and not dispose or use the Buyer's Materials other than in accordance with the Buyer's written instructions or authorisation;
  - 6.3.10 For the avoidance of doubt, where the supply of services is for Buyer's own materials being processed or stored at Supplier's premises, Supplier shall ensure that goods are stored in a safe, secure, water-tight and temperature controlled manner, Supplier shall bear all risks of damage or loss to materials, and shall have in place adequate All Risks insurance to cover such risks to the full value of the Buyer's materials; and
  - 6.3.11 not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.
- 6.4 Time for performance of the Services shall be of the essence.
- 6.5 These Conditions shall extend to any substituted or replacement services supplied by the Supplier.
7. **BUYER'S OBLIGATIONS**
- The Buyer shall:
- 7.1 provide the Supplier with reasonable access at reasonable times to the Buyer's premises for the purpose of providing the Services;
  - 7.2 provide such information as the Supplier may reasonably request for the provision of the Services and the Buyer considers reasonably necessary for the purpose of providing the Services.
8. **CHARGES AND PAYMENT**
- 8.1 The price for the Goods:
- 8.1.1 shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
  - 8.1.2 shall be inclusive of the costs associated with the Applicable Incoterm, unless otherwise agreed on the Order or set out in writing by the Buyer. No extra charges shall be effective unless agreed in writing and signed by the Buyer.
- 8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Buyer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

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- 8.3 In respect of Goods, the Supplier shall invoice the Buyer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Buyer on completion of the Services. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, the Buyer shall pay the invoiced amounts at the end of the second month following the month of the delivery to a bank account nominated in writing by the Supplier.
- 8.5 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Bank of England's base rate published and in operation from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Buyer to inspect such records at all reasonable times on request.
- 8.8 The Buyer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

### **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The Supplier assigns to the Buyer, by way of current and future assignment with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 9.2 The Supplier shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may require for the purpose of securing for the Buyer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer in accordance with clause 9.1.
- 9.3 All Buyer Materials are the exclusive property of the Buyer.

### **10. INDEMNITY**

- 10.1 The Supplier shall keep the Buyer indemnified against all Liabilities (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation (calculated on a full indemnity basis) incurred by the Buyer as a result of or in connection with:
- 10.1.1 any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - 10.1.2 any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
  - 10.1.3 any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 10.2 This clause 10 shall survive termination of the Contract.

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### **11. INSURANCE**

During the term of the Contract and for a period of six years thereafter, the Supplier shall (at its own expense) maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability insurance and employer's liability insurance to cover the Liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

### **12. CONFIDENTIALITY**

Neither party shall use and/or disclose any confidential information which is acquired by it about the other party's business and/or given by one party to the other party and/or generated by either party from the other party's confidential information except in the proper performance of this Agreement. This clause 12 shall survive termination of the Contract.

### **13. TERMINATION**

13.1 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate notice to the Supplier if the Supplier:

- 13.1.1 commits a material breach of this Contract which is incapable of remedy;
- 13.1.2 is in persistent breach of any of its obligations under Orders for the purpose of this Contract a persistent breach shall mean there are errors as regards 3 or more Orders in any 12 month period including in relation to the identity of the Goods, the volume supplied, their quality, the timeliness of the delivery, the delivery location or any other matter;
- 13.1.3 commits a material breach of this Contract which is capable of remedy but fails to remedy that breach within 30 days of being notified of the breach;
- 13.1.4 is in breach of any of clauses 9, 12 and 16;
- 13.1.5 has a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee, supervisor or other similar officer appointed in respect of itself or any of its assets under the law of any jurisdiction or notice is given of the intention to make any such appointment;
- 13.1.6 in the reasonable opinion of the Buyer, is unable to pay its debts as they fall due or, in the reasonable opinion of the Buyer, the aggregate value of all its assets is less than that of all its Liabilities (including its contingent and prospective Liabilities); or
- 13.1.7 suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

13.2 The Buyer may also terminate this Contract for convenience by giving the Supplier one (1) months' written notice (excluding via email).

13.3 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

13.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

### **14. CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Buyer all Deliverables whether or not then complete, and return all Buyer Materials. If the Supplier fails to do so, then the Buyer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

### **15. FORCE MAJEURE**

15.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control (**Force Majeure Event**) provided that a circumstance beyond a party's reasonable control

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shall not include any duty to comply with Applicable Law, any cause which is attributable to the party's wilful act or negligence, any cause which merely increases its cost of performing its obligations, any industrial dispute relating to the Supplier or the Supplier's personnel.

15.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

15.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than fourteen (14) Business Days, the Buyer may terminate the Contract immediately by giving written notice to the Supplier (excluding via email).

### **16. PROHIBITED CONDUCT**

16.1 The Supplier shall not take any action, directly or indirectly, whether on their own account or through any intermediary that would constitute an offence under or breach of:

16.1.1 the Bribery Act 2010 as amended from time to time; or

16.1.2 any other applicable anti-bribery laws or regulations anywhere in the world;

and the Supplier shall procure that none of its officers, employees, agents, representatives, contractors, or other persons acting with the authority of the Supplier or otherwise performing services for or on behalf of the Supplier shall take any such action.

16.2 It is noted and agreed that any breach of clause 16.1 shall be a material breach which is incapable of remedy thereby entitling the Buyer to terminate this Contract forthwith and compensation payable in relation to such breach shall be calculated on a full indemnity basis.

16.3 The Supplier shall and the Supplier shall procure that each of its officers, employees, agents, representatives, contractors, or other persons acting with the authority of the Supplier or otherwise performing services for or on behalf of the Supplier shall comply with the Buyer's codes of conduct, business ethics policies and/or anti-bribery and corruption policies and procedures as amended from time to time.

16.4 It is noted and agreed that any breach of clause 16.3 shall be a material breach and must be remedied in full at the Supplier's sole cost and expense within 5 Business Days failing which the Buyer shall have the right to terminate this Contract forthwith.

16.5 During the period when this Contract is in force and following any termination of this Contract, at its own cost, the Supplier shall cooperate fully with the Buyer in any investigation of prohibited conduct and this clause shall survive termination of this Contract.

### **17. GENERAL**

#### **17.1 Assignment and other dealings.**

17.1.1 The Buyer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

17.1.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Buyer.

#### **17.2 Notices.**

17.2.1 Any notice or other communication given to a party under or in connection with the 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) and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or commercial courier.

17.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.2.1; 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.

17.3 **Severance.** 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



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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.

- 17.4 **Waiver.** A waiver by the Buyer of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by the Buyer to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 17.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 17.7 **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 Buyer.
- 17.8 **Governing law.** The Contract, 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.
- 17.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).