

Terms and Conditions of Sale

1. Interpretation

1.1. Definitions

In these Conditions, the following definitions apply:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 16.7.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods and/or the provision of Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Customer Default: has the meaning specified in clause 8.2.

Delivery Location: has the meaning specified in clause 4.2.

Disclosing Party: shall have the meaning specified in clause 11.1.

Force Majeure Event: has the meaning given in clause 15.2.

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

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for the Goods and/or Services.

Receiving Party: shall have the meaning specified in clause 11.1.

Services: the services to be supplied by the Supplier to the Customer.

Specification: any specification for the Goods and/or Services, including any related plans and drawings, that is agreed by the Customer and the Supplier.

Supplier: West Technology Systems Limited (registered in England and Wales with company number 02823838).

1.2. Construction

In these Conditions, the following rules apply:

- 1.2.1. A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.2.2. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted.
- 1.2.3. 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.
- 1.2.5. A reference to writing or written includes faxes and e-mails.

2. Basis of contract

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by the Customer to purchase the Goods and/or the Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when the Supplier issues a written confirmation of the Order, at which point the Contract shall come into existence.
- 2.4. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6. A quotation for the Goods and/or Services given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. Goods

- 3.1. The Goods are described in the Order and any Specification.
- 3.2. The Supplier reserves the right to amend any Specification if required by any applicable statutory or regulatory requirements.

4. Delivery

- 4.1. The Supplier shall ensure that:
 - 4.1.1. Each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

- 4.1.2. If the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2. The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 4.5. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by;
 - 4.5.1. A Force Majeure Event;
 - 4.5.2. The Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods; or
 - 4.5.3. Prevention of or delay in completion of the Services as a result of any act or omission by the Customer or failure by the Customer to perform any relevant obligation including the obligations listed in clause 8.1
- 4.6. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by:
 - 4.6.1. A Force Majeure Event;
 - 4.6.2. The Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods; or
 - 4.6.3. prevention of or delay in completion of the Services as a result of any act or omission by the Customer or failure by the Customer to perform any relevant obligation including the obligations listed in clause 8.1.
- 4.7. If the Customer fails to accept delivery of the Goods then, except where such failure or delay is caused by any of the events specified in clauses 4.6.1, 4.6.2 or 4.6.3:
 - 4.7.1. Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier makes a reasonable attempt to deliver the Goods; and
 - 4.7.2. The Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.8. If after 10 Business Days after the day on which the Supplier makes a reasonable attempt to deliver the Goods the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.9. The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 4.10. The Supplier may deliver the Goods or supply the Services by instalments, which subject to clause 13.3 shall be invoiced and paid for separately and each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of the Goods

- 5.1. The Supplier warrants that on delivery, the Goods shall:
 - 5.1.1. Conform in all material respects with the Order and any Specification; and
 - 5.1.2. Be free from material defects in design, material and workmanship.
- 5.2. Subject to clause 5.3, if:
 - 5.2.1. The Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.2.2. The Supplier is given a reasonable opportunity of examining such Goods; and
 - 5.2.3. The Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3. The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
 - 5.3.1. The Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
 - 5.3.2. The defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.3.3. The defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
 - 5.3.4. The Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.3.5. The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6. The Goods differ from the Order and any Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

- 6.1. The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- 6.2.1. The Goods; and
- 6.2.2. Any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.
- 6.3. Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.3.1. Hold the Goods on a fiduciary basis as the Supplier's bailee;
 - 6.3.2. Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.3.3. Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.4. Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 6.3.5. Notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.2; and
 - 6.3.6. Give the Supplier such information relating to the Goods as the Supplier may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
- 6.4. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Services

- 7.1. The Supplier shall provide the Services to the Customer in accordance with the Order and any Specification in all material respects.
- 7.2. The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order and any Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8. Customer's Obligations (Services)

- 8.1. The Customer shall:
 - 8.1.1. Ensure that the terms of the Order and any Specification are complete and accurate;
 - 8.1.2. Co-operate with the Supplier in all matters relating to the Services;
 - 8.1.3. Provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; and
 - 8.1.4. Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start
- 8.2. If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
 - 8.2.1. The Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 8.2.2. The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations; and
 - 8.2.3. The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Price and payment

- 9.1. The price of the Goods and/or Services shall be the price set out in the Order and any Specification, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 9.2. The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods and/or the Services to reflect any increase in the cost of the Goods and/or the Services that is due to:
 - 9.2.1. Any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 9.2.2. Any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 9.2.3. Any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 9.3. The price of the Goods is exclusive of the costs and charges of packaging, insurance, site work, commissioning and transport in respect of the Goods, which shall be invoiced to the Customer.
- 9.4. The price of the Goods and/or Services is exclusive of amounts in respect of value added tax chargeable from time to time (VAT). The Customer 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 appropriate rate.
- 9.5. The Supplier may invoice the Customer for the Goods and/or Services on or at any time after delivery of the Goods or completion of the Services as the case may be.
- 9.6. The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

- 9.7. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England lending rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.8. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. Intellectual Property and indemnities

- 10.1. The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Specification. This clause shall survive termination of the Contract.
- 10.2. All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services shall, as between the parties, be the property of the Supplier.
- 10.3. The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods and/or the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 10.4. The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim or proceedings brought against the Supplier for any actual or suspected, illegal or improper use, application or purpose of the Goods following delivery. This clause shall survive termination of the Contract.

11. Confidentiality

- 11.1. A party (Receiving Party) shall keep in strict confidence all technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain.
- 11.2. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.
- 11.3. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11.1 shall survive termination of the Contract.

12. Customer's insolvency or incapacity

- 12.1. If the Customer becomes subject to any of the events listed in clause 12.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries and all Services in progress under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer and Services in progress or completed shall become immediately due.
- 12.2. For the purposes of clause 12.1, the relevant events are:
 - 12.2.1. The Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so;
 - 12.2.2. The Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - 12.2.3. The Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 12.2.4. (Being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 12.2.5. (Being an individual) the Customer is the subject of a bankruptcy petition or order;
 - 12.2.6. A creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 12.2.7. (Being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - 12.2.8. (Being a company) the holder of a qualifying charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

- 12.2.9. A person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - 12.2.10. Any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.1 to clause 12.2.9 (inclusive);
 - 12.2.11. The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - 12.2.12. The Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - 12.2.13. (Being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 12.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13. Cancellation

- 13.1. Subject to clause 13.3 the Customer may cancel the Order at any time prior to the Supplier's acceptance of the Order.
- 13.2. Subject to clause 13.3 in the event of cancellation of the Contract by the Customer after the Supplier's acceptance of the Order the Customer will on demand pay to the Supplier as liquidated damages the actual costs incurred by the Supplier pursuant to the Contract up to the date of receipt of written notice of cancellation together with a sum of 20% of the contract price by way of contribution to overheads and loss of profit. VAT will be payable on such sum at the appropriate rate where applicable.
- 13.3. The Customer shall not be entitled to cancel the Contract after the manufacturing process has commenced and shall remain liable for:
 - 13.3.1. The Contract price; or
 - 13.3.2. In the event that the parties have agreed completion or delivery by instalments the price of all related instalments under the Contract
- 13.4. The Supplier may cancel the Contract at any time if the Supplier knows or has any suspicion that the Goods, components of the Goods and/or any product of the Services are used or are to be used for any illegal or immoral purposes.
- 13.5. If the Supplier cancels the contract in accordance with clause 13.4 the Customer shall:
 - 13.5.1. Be liable for all costs and expenses arising from such cancellation; and
 - 13.5.2. Pay to the Supplier an amount on a *quantum meruit* basis for all work done before cancellation.

14. Limitation of liability

- 14.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - 14.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 14.1.2. Fraud or fraudulent misrepresentation;
 - 14.1.3. Breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 14.1.4. Defective products under the Consumer Protection Act 1987; or
 - 14.1.5. Any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 14.2. Subject to clause 14.1:
 - 14.2.1. The Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 14.2.2. The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods and/or Services.

15. Force majeure

- 15.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.
- 15.2. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

16. General

- 16.1. Assignment and other dealings.
 - 16.1.1. The Supplier 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.
 - 16.1.2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 16.2. Notices
 - 16.2.1. 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) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
 - 16.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; 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; or, if sent by fax or e-mail, one Business Day after transmission.
- 16.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 16.3. Severance
- 16.3.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 16.3.2. If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.4. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.5. Waiver. A waiver 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 a party 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.
- 16.6. Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.7. 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 in writing and signed by the Supplier.
- 16.8. 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.
- 16.9. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).