

## Terms and Conditions

The Customer's attention is particularly drawn to the provisions of *Clause 11 (Limitation of liability)*.

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 DEFINITIONS:

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

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Collection Location:** has the meaning given in Clause 4.5.

**Commencement Date:** has the meaning given in *Clause 2.2*.

**Company:** H W Andersen Products Limited, a company registered in England and Wales with the company number 01113943 whose registered office is at 820 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QY.

**Conditions:** these terms and conditions as amended from time to time in accordance with *Clause 16.8*.

**Contract:** the contract between the Company and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be interpreted accordingly.

**Customer:** the person or firm who purchases the Goods or Services or Goods and Services from the Company.

**Data Protection Laws:** all applicable legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications (including but not limited to Council Regulation (EU) 2016/679 and the Data Protection Act 2018 and any modifications or re-enactments of them for the time being in force).

**Delivery Location:** has the meaning given in *Clause 4.3*.

**Force Majeure Event:** has the meaning given to it in *Clause 15*.

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

**Incoterms:** the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force on the date when the Contract is made.

**Order:** the Customer's order for the supply of Goods or Services or Goods and Services, as set out in the Customer's written acceptance of the Company's quotation or agreed in any written correspondence between the Company and the Customer, including emails, as the case may be.

**Serviced Goods:** any item which has been repaired or serviced by the Company as part of the Services.

**Services:** any services supplied by the Company to the Customer as agreed in the Contract to be supplied to the Customer by the Company.

**Service Specification:** the description or specification for the Services provided in writing by the Company to the Customer.

**Company Materials:** has the meaning given in *Clause 8.1(h)*.

**Warranty Period:** has the meaning given in *Clause 5.1*.

#### 1.2 Interpretation:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written excludes fax but includes email.

### 2. BASIS OF CONTRACT

**2.1** The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.

**2.2** The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order, at which point and on which date the Contract shall come into existence (Commencement Date), or (where payment is to be cash in advance) an invoice is issued by the Company.

**2.3** Any advertising issued by the Company and any descriptions of the Goods or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

**2.4** 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 law, trade custom, practice or course of dealing.

**2.5** Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 days from its date of issue, unless stated otherwise.

**2.6** All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

**2.7** The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

### 3. GOODS

**3.1** The Goods are described in the Company's brochure.

#### 4. DELIVERY OF GOODS

**4.1** Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provision of Incoterms shall have the same meaning in these Conditions. If there is any conflict between the provisions of Incoterms and these Conditions, these Conditions shall prevail.

**4.2** The Company shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the contract number or all relevant Customer and Company 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

**4.3** The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (Delivery Location) at any time after the Company notifies the Customer that the Goods are ready.

**4.4** Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

**4.5** The parties may agree in writing that the Customer or its designated courier may collect the Goods from the Supplier's premises at Unit 808 Oakwood Business Park, Fowler Road, Clacton on Sea, Essex CO15 4AA (Collection Location) within three Business Days of the Supplier notifying the Customer that the Goods are ready.

**4.6** Collection of the Goods shall be completed on the completion of loading of the Goods at the Collection Location.

**4.7** Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

**4.8** If the Company 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 Company 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 Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

**4.9** If the Customer fails to accept delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Customer that the Goods were ready; and

(b) the Company shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including but not limited to storage and insurance).

**4.10** If ten Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

**4.11** If the Company delivers up to and including 5% more or less than the

quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Company shall make a pro rata adjustment to the invoice for the Goods.

**4.12** The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

**4.13** Unless otherwise agreed in writing by the Company, the Goods shall be delivered Delivery At Place, which for the avoidance of doubt means the Customer is responsible for any and all duties, taxes, and clearance fees payable in respect of the Goods.

**4.14** When the Goods are supplied for export from the United Kingdom, the Customer shall be responsible for complying with any legislation or regulations governing the importation of Goods into the country of destination and for the payment of any duties on them.

## **5. QUALITY OF GOODS**

**5.1** The Company warrants that on delivery or collection, and for a period of 12 months from the date of delivery or collection (Warranty Period), the Goods shall:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by the Company

**5.2** Subject to *Clause 5.3*, if:

- (a) the Customer gives notice in writing to the Company during the Warranty Period 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*;
- (b) the Company is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost, the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

**5.3** The Company shall not be liable for the Goods' failure to comply with the warranty set out in *Clause 5.1* if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with *Clause 5.2*;
- (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the Customer alters or repairs such Goods without the written consent of the Company;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (e) the Goods differ from their description 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 Company 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** These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

## **6. TITLE AND RISK**

**6.1** The risk in the Goods shall pass to the Customer on completion of delivery or collection.

**6.2** Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due and all other sums which are or which become due to the Company from the Customer on any account, in which case title to the Goods shall pass at the time of payment of all such sums.

**6.3** Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery or collection;
- (d) notify the Company immediately if it becomes subject to any of the events listed in *Clause 12.2(b)* to *Clause 12.2(d)*; and
- (e) give the Company such information as the Company may reasonably require from time to time relating to:
  - (i) the Goods; and

- (ii) the ongoing financial position of the Customer.

## **7. SUPPLY OF SERVICES**

**7.1** The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

**7.2** The Company shall use all reasonable endeavours to meet any performance dates for the Services agreed in writing with the Customer, 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 Company reserves the right to amend the Service Specification 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 Company shall notify the Customer in any such event.

**7.4** The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

## **8. CUSTOMER'S OBLIGATIONS**

**8.1** The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Service Specification are complete and accurate;
- (b) co-operate with the Company in all matters relating to the Services;
- (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services;
- (d) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable law, before and during the supply of the Services at those premises, and informing the Company of all the Customer's obligations and actions under this condition 8(1)(e);
- (f) 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;
- (g) comply with all applicable laws, including health and safety laws;
- (h) keep all materials, equipment, documents and other property of the Company (Company Materials) at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- (i) comply with any additional obligations as set out in the Service Specification.

**8.2** If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) without limiting or affecting any other right or remedy available to it, the Company shall 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 in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this *Clause 8.2*; and
- (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

## **9. CHARGES AND PAYMENT**

**9.1** The price for Goods:

- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of the Order; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

**9.2** The charges for Services shall be calculated and communicated to the Customer in advance of any Services being carried out. The Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.

**9.3** The Company reserves the right to:

(a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement and the first such increase shall take effect on the first anniversary of the Commencement Date;

(b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Company that is due to:

(i) any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing or supply costs);

(ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Service Specification; or

(iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods.

**9.4** In respect of Goods, the Company shall invoice the Customer on or at any time after completion of delivery or collection. In respect of Services, the Company shall invoice the Customer on completion of the Services.

**9.5** The Customer shall pay each invoice submitted by the Company:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.

**9.6** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods or both, as applicable, at the same time as payment is due for the supply of the Services or Goods.

**9.7** If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under *Clause 12*, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this *Clause 9.7* will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

**9.8** 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).

## **10. DATA PROTECTION**

**10.1** Each party shall comply, and provide reasonable assistance to the other party to comply, with Data Protection Laws where applicable in connection with the performance of the Contract.

## **11. LIMITATION OF LIABILITY**

**11.1** The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

**11.2** References to liability in this *Clause 11* include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

**11.3** Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

**11.4** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) 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

(d) defective products under the Consumer Protection Act 1987.

**11.5** Subject to *Clause 11.3* and *Clause 11.4*, the Company's total liability to the Customer shall not exceed the total price of the Goods or Services or Goods and Services to be provided pursuant to the Contract.

**11.6** This *Clause 11.6* sets out specific heads of excluded loss and exceptions from them:

(a) Subject to *Clause 11.3* and *clause 11.4*, *Clause 11.6(c)* identifies the kinds of loss that are not excluded. Subject to that, *Clause 11.6(b)* excludes specified types of loss.

(b) The following types of loss are wholly excluded:

(i) loss of profits;

(ii) loss of sales or business;

(iii) loss of agreements or contracts;

(iv) loss of anticipated savings;

(v) loss of use or corruption of software, data or information;

(vi) loss of or damage to goodwill; and

(vii) indirect or consequential loss.

(c) Sums paid by the Customer to the Supplier pursuant to the Contract, in respect of any Goods or Services not provided in accordance with the Contract are not excluded.

**11.7** The Company has given commitments as to compliance of the Goods and Services with relevant specifications in *Clause 5* and *Clause 7*. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

**11.8** This *Clause 11* shall survive termination of the Contract.

## **12. TERMINATION**

**12.1** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

**12.3** Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment; or

(b) there is a change of control of the Customer.

**12.4** Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in *Clause 12.2(b)* to *Clause 12.2(d)*, or the Company reasonably believes that the Customer is about to become subject to any of them.

## **13. CONSEQUENCES OF TERMINATION**

**13.1** On termination of the Contract:

(a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Company Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

**13.2** Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

**13.3** 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.

## **14. CONFIDENTIALITY**

**14.1** Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by *Clause 14.2*.

**14.2** Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors or subcontracts or

advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this [Clause 14](#); and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**14.3** No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

#### **15. FORCE MAJEURE**

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to (a Force Majeure Event). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 180 days, the party not affected may terminate the Contract by giving 10 Business Days' written notice to the affected party.

#### **16. GENERAL**

##### **16.1 Assignment and other dealings**

(a) The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

##### **16.2 Notices.**

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to (or an address substituted in writing by the party to be served) for the Company: [info@anderseneurope.com](mailto:info@anderseneurope.com) and the address used in the ordinary course of dealings with the Customer.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) 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; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

##### **16.3 Severance.**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this [Clause 16.3](#) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

##### **16.4 Waiver.**

(a) Except as set out in [Clause 2.7](#), a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

##### **16.5 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, 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.

##### **16.6 Entire agreement.**

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

##### **16.7 Third party rights.**

(a) Unless it expressly states 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.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

##### **16.8 Variation.**

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

##### **16.9 Governing law.**

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 law of England and Wales.

##### **16.10 Jurisdiction.**

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