



T/A Smith Bullough

## **CONDITIONS OF PURCHASE**

## **GARTON LIMITED**

### **Terms and Conditions of Purchase**

#### **1. Definitions**

1.1 In these Conditions the following expressions shall have the following meanings:

**"Buyer"** means Garton Limited (Registered in England No. 4153036) whose registered office is at Swan Works, Swan Lane, Hindley Green, Wigan, Greater Manchester, WN2 4AT, England or any of its subsidiary companies or any subsidiary of any of its subsidiaries or holding companies, and 'subsidiary' shall have the meaning given to them by sections 736 and 736A of Companies Act 1985.

**"Buyer Supplied Items"** means any items, materials or other property provided or made available by the Buyer to the Supplier for the purpose of the Supplier performing any Services on or in respect of such items pursuant to the Contract including, without limitation, any Sub Contract Processing.

**"Buyer's Property"** means any items, materials or other property provided or made available by the Buyer to the Supplier to enable the Supplier to perform and comply with its obligations under the Contract including without limitation any Tooling, Buyer Supplied Items, Confidential Information and all drawings, designs, Specifications or other data, documents and particulars.

**"Confidential Information"** means any secret or confidential commercial, financial, marketing, technical or other information that is of value to the Buyer in any form or medium whether disclosed orally or in writing before or after the date of the Order or Contract, together with any reproductions of such information in any form or medium or any part of such information.

**"Contract"** means a contract for the purchase of Goods and/or Services arising from the Supplier's acceptance of an Order into which these Conditions are incorporated.

**"Goods"** means the products, materials and other articles which are to be sold by the Supplier and purchased by the Buyer pursuant to the Contract;

**"Intellectual Property Rights"** means any patents, registered designs, trade marks and service marks (whether registered or not) and any applications for any of the foregoing and the right to apply therefor in any part of the world, copyright, design rights, know-how, utility models and all other intellectual or industrial property rights subsisting in any part of the world.

**"Order"** means an order by the Buyer to the Supplier in writing on the Buyer's official order form for the supply of Goods and/or Services.

**"Processing Materials"** means any items or materials provided by the Buyer to the Supplier for Sub Contract Processing.

**"Services"** means any services including without limitation any Sub Contract Processing of Processing Materials which are to be provided by the Supplier to the Buyer pursuant to the Contract.

**"Specifications"** means any specifications and stipulations contained in the Contract or Order (or supplied by the Buyer separately in writing referring to the Order and signed by an authorised representative of the Buyer).

**"Sub Contract Processing"** means any process or treatment including, without limitation, assembly, welding, machining, heat treatment, plating or painting applied to the Processing Materials by the Supplier.

**"Supplier"** means any person, firm or company with whom the Buyer contracts for the supply of the Goods and/or Services referred to in the Order.

**"Tooling"** means any equipment, materials, tools, patterns, dies, moulds, jigs, fixtures or other chattels owned or purchased by the Buyer or by the Supplier on the Buyer's behalf and at the Buyer's request made available to the Supplier to enable it to supply the Goods and/or Services under this Contract.

#### **2. Basis of Purchase**

2.1 No Order shall be capable of acceptance by the Supplier unless it is in writing on the Buyer's official Order form and is signed by an authorised representative on behalf of the Buyer. The Buyer shall be entitled to withdraw an Order at any time before it is accepted by the Supplier by giving written notice to the Supplier. Unless previously withdrawn by the Buyer, Orders shall be deemed accepted if not rejected by the Supplier giving written notice to the Buyer within 14 days from its date.

2.2 The terms of the Contract shall be these Conditions and the terms expressly stated or incorporated by reference in the Order. Unless otherwise agreed in writing by the Buyer and the Supplier, any Contract between the Buyer and the Supplier shall be subject to these Conditions which shall be incorporated into the Contract to the exclusion of all other terms and conditions including any terms or conditions of sale of the Supplier

specified or referred to in any Order acknowledgement issued by the Supplier.

2.3 No variation to these Conditions shall be binding unless agreed in writing by an authorised signatory of the Buyer.

2.4 Unless otherwise agreed by the Buyer in writing, no cases, wrapping or packaging materials of any kind will be paid for by the Buyer and the Buyer shall not be obliged to return any such packaging materials to the Supplier but shall be at liberty to dispose of them as the Buyer sees fit. If the Buyer agrees to return any packaging materials to the Supplier, the Supplier shall collect the same within 7 days of the Buyer's notification that they are available for collection and in the meantime the Buyer shall not be liable to pay any deposit in respect of such materials which shall be held by the Buyer at the Supplier's risk and if the Supplier fails to collect the same within such 7 day period, the Buyer shall be entitled to deliver the same to any premises of the Supplier at the Supplier's sole risk and expense.

#### **3 Inspection/Testing**

3.1 The Supplier will carefully inspect the Goods before despatch for compliance with any Specifications. If the Buyer requires the Goods and/or Services or any part of them to be tested during manufacture, processing or storage of the Goods the Supplier must arrange and pay for the testing to be carried out at a venue of the Buyer's choice. The Supplier must agree the test specifications with the Buyer prior to carrying out such testing. The Supplier must allow or procure access for the Buyer's representatives to the test venue at the times the testing is carried out and ensure that the Buyer has received and approved accurate and complete copies of all test results before the Goods are despatched and/or Services are provided to the Buyer.

3.2 Any inspector or representative authorised by the Buyer shall from time to time be entitled to inspect the Goods and/or Services at any reasonable time at the Supplier's premises, or where applicable at the premises of any subcontractor, provided that any such inspection, unless otherwise agreed in writing by the Buyer, shall not constitute acceptance or approval of the Goods and/or Services. If upon any such inspection any Goods and/or Services are found to be defective or the Buyer is not satisfied that the Goods comply in all respects with the Contract, Order and Specifications, the Buyer shall so inform the Supplier in writing and the Supplier shall forthwith at its own expense take all necessary steps to make good the defect and/or ensure that the Goods and/or Services comply in all respects with the Contract, Order and Specifications.

#### **4 Delivery**

4.1 Unless the Buyer expressly agrees otherwise in writing all Goods are to be delivered by the Supplier carriage paid to the address for delivery specified in the Order during the Buyer's usual business hours.

4.2 The Supplier shall supply the Buyer in good time with any instructions or information required to enable the Buyer to accept delivery. If delivery is made ahead of schedule, the Buyer may at the Supplier's sole risk and expense refuse to accept the Goods or return the Goods to the Supplier or retain them or place them in the hands of third parties for storage. No Goods in excess of quantities ordered will be accepted unless agreed in writing by the Buyer.

4.3 The Supplier will repair or replace, free of charge, Goods damaged or lost in transit provided the Buyer shall give to the Supplier notification of such damage or loss within a reasonable time.

4.4 The Buyer shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. The acceptance of all or any portion of the Goods (particularly in the case of multiple deliveries) shall not be deemed a waiver of the Buyer's rights either to cancel or return all or any part of the Goods under Condition 5 below.

#### **5 Time for Delivery/Performance**

5.1 Time for delivery or performance by the Supplier shall be as specified in the Contract. The Supplier shall give the Buyer reasonable notice of delivery date. Time for delivery or performance by the Supplier shall be of the essence of the Contract. If the Goods are to be delivered or the Services are to be performed by instalments, the Contract will be treated as a single contract and will not be severable.

5.2 If the Goods or any instalment of the Goods are not delivered on the agreed date, the Buyer shall be entitled to:

- (a) cancel the Order for such Goods; and
- (b) cancel the Order for any other Goods already delivered under the Order which cannot be effectively and commercially used by reason of the non delivery of such Goods which the Buyer shall return to the Supplier at the

Supplier's risk and expense and the Supplier shall immediately repay to the Buyer any monies paid by the Buyer in respect of such Goods; and  
(c) treat the Contract as repudiated by the Supplier at any time after the period of time specified in the Order or notice has elapsed without prejudice to any other remedy available to the Buyer.

#### **6 Title and Risk**

6.1 Title to and property in all Goods shall pass to the Buyer on delivery provided that the Buyer pays for the Goods prior to delivery, title shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

#### **7 Price & Payment Terms**

7.1 The prices stated in any Order are fixed and not subject to alteration by the Supplier. Unless otherwise agreed in writing, prices are inclusive of packaging, packing, shipping, insurance, carriage charges and delivery charges to the address specified in the Order, but exclusive of value added tax and other applicable taxes, duties or levies of any kind whatsoever and any other charges for delivery.

7.2 The prices stated in any Order shall not exceed those prices charged by the Supplier to any other customer purchasing the same Goods or Services in the same or smaller quantities and if they do then the Supplier shall immediately inform the Buyer and shall reduce such prices by the amount of any such excess. The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

7.3 The Supplier shall only be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services and invoices submitted early shall be deemed received on the last day of the month in which the Goods are delivered or the performance of the Services is completed. Each invoice shall quote the Buyer's Order number.

7.4 The Buyer processes all invoices for payment monthly and accordingly all invoices received or deemed to be received (under Condition 7.3 above) by the fourth day of the month following delivery will be included for processing in that month. Invoices received after the fourth day of any month will be carried over for processing to the following month.

Any agreed time period for payment of invoices will commence only when the Supplier's invoice is processed by the Buyer under Condition 7.5 above. If the Supplier is in breach of any such obligation at the date for payment the Buyer shall be entitled to withhold payment in whole or in part until such breach has been remedied by the Supplier. All payments shall be made in Pounds Sterling unless otherwise specified in the Order.

7.5 No payment of, or on account of, the price shall constitute any admission by the Buyer as to the performance by the Supplier of its obligations under the Contract or acceptance or approval of the Goods and/or Services provided by the Supplier.

#### **8. Warranty**

8.1 The Supplier warrants that:

(a) the Goods and/or Services:

(i) are of satisfactory quality and will be fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification or Order); and

(ii) will be free from defects in materials or workmanship; and

(iii) will conform strictly as to quality, quantity and description with any samples provided by the Supplier, with any specifications or representations given by the Supplier and with any Specifications; and

(iv) all Goods (including their design, manufacture, delivery and all packaging and labelling materials) and/or Services comply with all applicable laws, regulations, British or European standards and all other requirements (whether national or international) which apply in any relevant jurisdiction at the time when the same are supplied; and

(v) do not infringe the Intellectual Property Rights of any third party; and

(vi) will be properly labelled, packaged, branded, tagged, marked and described in accordance with the Order and the Specification and that the Goods will be properly packed and secured in such a manner as to reach their destination undamaged and in good condition; and

(b) the Services will be performed with all due skill, care and attention by suitably qualified trained and competent personnel;

8.2 Where there is any breach of the Supplier's warranty in Condition 8.1 above, then the Buyer shall be entitled at its sole discretion to:

(a) reject the Goods and/or Services in whole or in part and require the Supplier to repay in full the price of the Goods and/or Services paid by the Buyer;

(b) require the Supplier at its sole cost to replace or repair the Goods or

reinstate or re-perform Services so that they conform to the Contract, Order and Specifications within a reasonable time and to delay payment until the requirements of the Contract and Order and any Specifications have been entirely fulfilled; and

(c) carry out or have carried out, at the Supplier's expense, such work as is necessary for the Goods and/or Services to conform to the Contract, Order and Specifications and to delay payment until the requirements of the Contract, Order and Specifications have been fulfilled.

8.3 Any Goods and/or Services rejected or awaiting replacement, repair, reinstatement or re-performance shall be at the Supplier's risk from the time of receipt by the Supplier of notice from the Buyer of the Buyer's rejection or the Buyer's requirements for the Supplier to repair, replace, reinstate or re-perform the Goods and/or Services in accordance with Condition 8.2 above.

8.4 Any Goods and/or Services rejected under Condition 8.2 above shall be collected by the Supplier at the Supplier's expense within seven days of the date of receipt of notification of rejection or within such other period as may be provided by the Contract. In the event of the Supplier failing to collect any rejected Goods within such period the Buyer shall be at liberty to return the same or any of them to the Supplier at the Supplier's sole risk and expense and such expense.

8.5 The Buyer shall have the right to assign the benefit of the warranty in this Condition 8 to any third party.

#### **9 Product Recall**

9.1 The Buyer shall immediately notify the Supplier in writing together with all relevant details if there is any defect in the Goods previously delivered to the Buyer at any time or any error or omission in the instructions for the use and/or assembly of the Goods (whether or not any such defect, error or omission represents a breach of the warranty in Condition 8 or any other provision of the Contract) which exposes or may expose consumers to any risk of death, injury or damage to property.

9.2 The Buyer may at its discretion and at the Supplier's sole cost:

(a) recall any Goods already sold by the Buyer to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by the Supplier at the Buyer's option); and/or

(b) issue any notification whether in writing or otherwise to its customers about the manner of use or operation of any Goods already sold by the Supplier to its customers;

in each case on the basis of the identification whether by the Buyer, its customers or any third party of any defect in the relevant Goods or any error or omission in the instructions for their use or assembly (whether or not that defect, error or omission represents a breach of the warranty in Condition 9.1 above or any other provision of the Contract) which the Buyer reasonably concludes affects or probably affects any of the Goods supplied and exposes or may expose any of its customers to any risk of death, injury or damage to property.

#### **10 Indemnity**

The Supplier shall keep the Buyer promptly indemnified in full and on demand against all liability, loss, proceedings, demands, damages, costs and expenses (including without limitation legal and other professional advisers' fees) and all economic and consequential loss whether direct or indirect (including any loss of profit, future revenue, reputation or goodwill and anticipated savings) awarded against or incurred or suffered or agreed to be paid on settlement by the Buyer as a result of any of the events listed below:

(a) any claims for infringement of any Intellectual Property Rights of any third party by reason of the use or purchase by the Buyer of the Goods and/or Services (save to the extent the same have been supplied in accordance with Specifications or designs of the Buyer);

(b) any royalties being payable to any third party in respect of the Goods and/or Services or their use by the Buyer;

(c) any breach of the Supplier's warranty in Condition 8 above or any other warranty whether express or implied by statute or otherwise;

(d) any other breach of the Contract by the Supplier, its employees, agents or subcontractors or any defect in the Goods and/or Services for which the Supplier is responsible;

(e) any actions, proceedings, claims and demands by any person, persons or corporation in respect of any damage to property or injury to or death of persons arising out of or in connection with the execution of the Contract by the Supplier or the Supplier's subcontractors on the Buyer's premises provided always that nothing herein contained shall render the Supplier liable for any damage to property or injury to or death of any person which arises by reason of the negligence of the Buyer its employees or agents;

(f) arising from the use or operating of any Tooling whilst it is in the Supplier's possession or control and any loss or damage to any Tooling whilst it is in the Supplier's possession or control.

10.2 The Supplier shall provide all facilities, assistance and advice required by the Buyer or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Suppliers performance, or purported performance of, or failure to perform, the Contract.

#### **11 Care and Use of the Buyer's Property**

11.1 Title to and property in the Buyer's Property shall remain with the Buyer (or in the case of any Buyer Supplied Items any customers of the Buyer who have provided the same to the Buyer for Sub Contract Processing) and shall at no time pass to the Supplier (even if in the case of any Tooling the Supplier has paid for it) unless the Buyer specifically agrees otherwise in writing.

11.2 Risk in the Buyer's Property shall pass to and remain with the Supplier at all times whilst in its possession or control. If any of the Buyer's Property is damaged or destroyed whilst in the Supplier's possession or control then the Supplier shall replace the same at its sole cost. If the Supplier fails to do so then the Buyer may at its option either withhold payment of any sums due to the Supplier under the Contract until it is so replaced or withhold such part of the payment due as may be required to replace it or to restore it to good order and condition.

11.3 The Supplier shall use the Buyer's Property solely for the purpose of the Contract and on completion of the Order or the Contract or on termination of the Contract in accordance with Condition 16, unless otherwise directed by the Buyer in writing, the Supplier shall promptly return the Buyer's Property to the Buyer at the Supplier's sole risk and expense in as good a condition as that it was in when supplied by the Buyer (fair wear and tear excepted) and the Buyer may withhold payment of any sums due to the Supplier under the Contract until it is so returned.

11.4 The Tooling shall be operated by the Supplier at the Supplier's sole risk strictly in accordance with any instructions furnished by the Buyer and the Buyer shall not be liable in tort or contract for use of such Tooling by the Supplier, its employees or agents.

11.5 The Supplier shall at all times use and store the Buyer Supplied Items strictly in accordance with any instructions furnished by the Buyer and shall at its own sole expense maintain the Buyer's Property in good order, condition and repair whilst it is in the Supplier's possession or control (including without limitation while the Buyer's Property is on the Supplier's premises or being transported to and from the Supplier's premises).

#### **12 Sub Contract Processing**

12.1 If the Services rendered by the Supplier include Sub Contract Processing of the Buyer Supplied Items, the following terms and conditions shall apply:

- (a) it shall be the Supplier's responsibility to ensure that the Buyer Supplied Items are suitable for Sub Contract Processing;
- (b) the methods employed by the Supplier in storing and Sub Contract Processing the Buyer Supplied items shall take into account the current state of knowledge in the Sub Contract Processing industry;
- (c) unless the Buyer agrees in writing to arrange transport, the Supplier shall at its own expense and risk collect the Buyer Supplied Items specified in the Order from the Buyer's premises for Sub Contract Processing and upon completion deliver them back to the Buyer's premises within the timescales specified in the Order or if none within a reasonable time; and
- (d) the Supplier shall check the quantity of Buyer Supplied Items provided to it forthwith upon receipt and shall perform such tests as are necessary to reveal whether or not they are suitable for Sub Contract Processing and shall notify the Buyer in writing of any problem within 2 working days from receipt.

#### **13 Intellectual Property Rights**

13.1 The Buyer shall retain ownership of the Intellectual Property Rights in the Buyer's Property and nothing in the Contract shall be deemed to give the Supplier any right, title or interest whatsoever in the Intellectual Property Rights in the Buyer's Property.

13.2 In consideration of the Buyer entering into the Contract, the Supplier irrevocably and unconditionally assigns to the Buyer:

- (a) by present assignment of future copyright effective immediately upon the works coming into existence the entire copyright; and
- (b) all other Intellectual Property Rights; in any Goods or Services specially commissioned by the Buyer or manufactured or supplied to the Buyer's Specification and in any

improvements made to such Goods or Services or to the Buyer's Property by the Supplier and the Buyer shall have the sole right to seek appropriate registration and other protection of such intellectual Property Rights. The parties agree that the part of the price paid under the Contract which relates to this assignment shall be the sum of £1 exclusive of value added tax.

13.3 The Supplier shall at the Buyer's request (and notwithstanding any termination of the Contract) sign and execute and procure the signature and execution of all such documents and do all such acts as the Buyer may reasonably require to vest the legal title in the Intellectual Property Rights in any Goods or Services specially commissioned by the Buyer or manufactured or supplied to the Buyer's Specification and in any improvements made to such Goods or Services or to the Buyer's Property.

13.4 The Supplier irrevocably undertakes that it will not assert and waives (and shall procure that its employees, agents and sub-contractors shall not assert and waive) as against the Buyer or any third party any moral rights in or relating to the Intellectual Property Rights in any Goods or Services specially commissioned by the Buyer or manufactured or supplied to the Buyer's Specification.

#### **14 Confidentiality**

14.1 The Supplier shall keep and procure to be kept secret and confidential all Confidential Information and shall not use nor disclose the Confidential Information save as envisaged in this Contract or with the written consent of the other party. Where disclosure is made to any employee, director, consultant, agent or contractor whose duties cannot be fulfilled without such disclosure, it shall be done subject to obligations equivalent to those set out in this Condition 14 and the Supplier shall use its best endeavours to procure that any such employee, consultant or agent complies with such obligations.

14.2 The Supplier shall immediately upon receipt of a request in writing from the Buyer to do so, deliver up to the Buyer or to its order all written Confidential Information (including any copies, analyses, memoranda or other notes on or concerning the Confidential Information made by the Supplier or in the Supplier's possession or under the Supplier's custody and control) and so far as is practicable to do so, expunge any Confidential Information from any computer, word processor or other device in the Supplier's possession or under the Supplier's custody and control.

14.3 The Supplier shall not publicise or otherwise make any commercial use of the connection established between the Supplier and the Buyer by the Contract without the prior written consent of the Buyer.

#### **15 Force Majeure**

The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

#### **16 Termination and Suspension**

16.1 Without prejudice to any other rights or remedies available to the Buyer which may have accrued, the Buyer may at its option cancel any Order and/or terminate or suspend performance of the Contract in respect of the whole or any part of the Goods and/or Services with immediate effect or by such period of notice as is convenient to the Buyer without liability or compensation to the Supplier by giving notice in writing to the Supplier if one or more of the following events occurs:

- (a) the Supplier commits a serious breach of any of its obligations under the Contract which is incapable of remedy;
- (b) the Supplier fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been required in writing to remedy or desist from such breach within a period of 7 days or such longer period as the Buyer may specify in the notice;
- (c) the Supplier undergoes a Change of Control with the effect that it comes under the control of a competitor of the Buyer and for the purposes of this Condition 16.1(c), "Control" has the meaning specified in Section 416 the Income and Corporation Taxes Act 1988;
- (d) the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose

of amalgamation or reconstruction); or  
(e) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or  
(f) the Supplier ceases, or threatens to cease, to carry on business; or  
(g) the Buyer reasonably believes that any of the events specified in Condition 16. 1 (d) to (f) inclusive above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

16.2 If the Buyer elects in the first instance to suspend performance of the Contract pursuant to Condition 19.1 this shall not prevent it from subsequently terminating the Contract and the Supplier shall reinstate its performance as soon as possible after the Buyer lifts such suspension.

#### **17 Set off & lien**

17.1 The Buyer shall be entitled to apply any monies due to the Supplier under the Contract in or towards payment of any sum owing by the Supplier to the Buyer in relation to any matter whatsoever.

17.2 The Supplier shall not be entitled to exercise any right of lien, general or otherwise and howsoever arising, over any of the Buyer's Property or any other property of the Buyer in its possession (whether worked on or not) in respect of any sums owed by the Buyer to the Supplier under the Contract or otherwise.

#### **18 Assignment and Sub-contracting**

18.1 The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer the benefit of any Order or the Contract to a third party nor subcontract the performance of any of the Supplier's obligations under any Order or the Contract to any third party (save for any part of the Goods and/or Services of which the manufacturers or providers are named in the Order) without the prior written consent of the Buyer. The Buyer may assign the benefit of the Contract to a third party at any time.

18.2 Notwithstanding that the Supplier having obtained the prior written consent of the Buyer assigns the Contract or subcontracts the performance of any of the Supplier's obligations under any Order or the Contract, the Supplier shall remain solely responsible to the Buyer for the performance of such obligations in accordance with the Contract.

#### **19 General**

19. 1 Nothing in the Contract shall create or be deemed to create a partnership, joint venture or relationship of employer and employee or principal and agent between the parties.

19.2 The rights and remedies of either party in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of or delay by the said party in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach by the other party of any provision of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

19.3 If any one or more of these Conditions or any other term of the Contract (or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that or omission.

19.4 Any notice sent under the Contract must be in writing in the English Language and may be served by personal delivery, by registered or airmail post (as appropriate) or facsimile or electronic data transmission to the last known address or number of the other party. Notices shall be deemed to have been served at the expiration of 3 days after despatch of the same if delivered by post or at 10 hours am local time on the next normal business day of the recipient following despatch if sent by facsimile or electronic data transmission.

19.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

#### **20 Governing Law and Jurisdiction**

The Contract shall be governed by and construed in accordance with the laws of England. All disputes arising out of or relating to the Contract shall be subject to the non- exclusive jurisdiction of the English Courts to which the Supplier irrevocably submits.