MURPHY & SON LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

Definitions and Interpretation

1. Definitions and Interpretation
1. In these Conditions the following words and expressions have the following meanings unless inconsistent with the context: "Additional Charges" means the costs of carriages, any additional packaging, any taxes, duties or other charges levied by any Governmental or authority in respect of or by reason of the sale, delivery, export or import of the Goods, courier and messenger costs and any other additional charges pupils by the Customer in addition to the Price: "Additional Charge pupils be the Customer in addition to the Price: "Conditions" means these terms and conditions." "Conditions" means these terms and conditions." "Conditions" means these terms and conditions, marketing, planning and staff information and relating to the Supplying Party or its interests disclosed including any Intellectual Property Rights to the Receiving Party whether before, during or after the Supplying Party or its interests disclosed including any Intellectual Property Rights to the Receiving Party whether before, during or after the Supplying Party or its interests disclosed including any Intellectual Property Rights to the Receiving Party whether before, during or after the Supplying Party or its interests disclosed including any Intellectual Property Rights to the Receiving Party whether before, during or after the Supplying Party or its interests disclosed including any Intellectual Property Rights and Property Ri

Condition 11:
"Contract" means any agreement for the supply of Goods and/or
Services from the Supplier to the Customer in accordance with Condition

"Contract" means any agreement for the supply of Goods and/or Services from the Supplier to the Customer in accordance with Condition 2.4;

"Services from the Supplier to the Customer in accordance with Condition 2.4;

"Contract Details" means the specific details of the Contract confirmed Good to Supplier is writing and provided to the Customer prior to or at the time of delivery of the Goods and/or Services including any Proposal;

"Customer" means the person which has accepted these Conditions;
"Goods" means all goods supplied by the Supplier to the Customer pursuant to the Contract: as detailed in the Contract Details," "Incoterms" means the international rules for the interpretation of tradewhen the Contract is made:

"Price" means the price due from the Customer for the supply of the Goods and/or Services as detailed in the Contract Details,"

"Proposal" means any proposal, tender, estimate or quotation submitted to the Customer private and the Customer provinces to the Customer for the Supplier for the Customer provinces and the Customer provinces and the Customer provinces to the Customer provinces and the date of the Contract under the context otherwise requires, a reference to the statute or statutory provision as modified or re-cuncted and in force as at the date of the Contract und

any subordinate legislation made as at the date of the Contract under the relevant statute or statutory provision.

1.3 References to persons include natural persons, firms, partnerships, companies, coporations, associations and organisations, (in each case whether or not having separate legal personality).

1.4 Use of any gender includes the other genders.

1.5 Words in the singular include the plural and words in the plural

1.3 include the singular.
1.6 Any reference to "writing" or any cognate expression includes communications by post, fac-simile and e-mail but excludes text messages.
1.7 The headings to Conditions do not affect the interpretation of these

Conditions.

1.8 Any phrase introduced by the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

2. Basis of Contract

will not limit the sense of the words preceding that term.

2. Basis of Contract

2.1 These Conditions shall apply to the sale and supply by the Supplier of all Goods audior Services purchased by the Customer and these and conditions introduced or submitted by the Customer.

2.2 No variation of these Conditions shall be binding unless agreed in writing by a director of the Supplier and no collateral or supplemental contract may be made or construed unless confirmed in writing by a director of the Supplier.

2.3 Any Proposal submitted or Customer will not constitute an offer and shall remain valid for the period stanet laberien, but if no period is and shall remain valid for the period stanet laberien, but if no period is and shall remain valid for the period stanet laberien but if no period is and shall remain valid for the period stanet laberien but if no period is and shall remain valid for the period stanet laberien but if no period is a fact of the conditions. The order shall only be deemed to be acceptable when the Customer to purchase the Goods and/or Services subject to these Conditions. The order shall only be deemed to be acceptable when the Supplier commences processing of that order and not before, at which point the Contract shall come into existence.

2.6 The Supplier's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Supplier in writing, In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not as confirmed save that nothing in this Condition excludes the confirment of the contract of the Supplier and on the terms that the Customer while the deem of the supplier and on the terms that the Customer while the deem of the supplier and on the terms that the Customer while the and the supplier and any such representations which are not as confirmed save that nothing in this Condition excludes the confirment of the supplier in full against allows (including less of

3. Prices

3. I Except as otherwise stated in the Contract Details or as agreed by the parties in writing, the Price is Ex Works' (as defined in the Incoterns) principle place of business and is exclusive of transport costs and insurance costs. Where the Customer requests delivery the Supplier shall be entitled to charge the Customer for the cost of delivery as an Additional Charge which will appear separately on the Supplier's invoice, to be paid in accordance with Condition of below.

3.2 The cost of pallets and returnable packing will be due from the Customer in addition to the Price but a proportion of that cost, to be constorned in addition to the Price but a proportion of that cost, to be tostomer in addition to the Price but a proportion of that cost, to be tostomer in addition to the Price but a proportion of that cost, to be tostomer in addition to the Price but a proportion of that cost, to be tostomer in addition to the Price but a proportion of that cost, to be constituted to the Customer provided that they are returned to the Supplier in good condition before payment is due in accordance with Condition 4.4.

3.3 The Price and any Additional Charges stated in the Contract Details or the Supplier's price list is based on conditions railing at the date of first publication. The Supplier reserves the right to increase the Price and/or

The control of the co

the time.

Some of the date of any such mountain mountain withing within 5 Working Days of the date of any such mountain the Supplier reserves the right to charge the Customer, for any additional work undertaken over and above that which would have been otherwise required, (including any expenses or financial penalities incurred by the Company) as a result of any instructions supplied by the Customer being incomplete, incorrect, inaccurate, illegible, out of sequence, in the wrong form, or provided to the Supplier too late to enable it to meet a deadline.

So All Prices gooted are exclusive of VAT or any other sales tax which will be charged at the rate in force at the time of despatch.

4. Payment Terms

4. Payment Lerms

A. Payment terms in this Condition apply save to the extent that they are inconsistent with any specific payment terms set out in the Contract Details or otherwise agreed in writing between the parties.

4.2 The Supplier shall be entitled to invoice the Customer for the Price and where applicable any Additional Charges on or at any time on or after despatch of the Goods and/or Services or any instalment thereof. In the event that any Additional Charges arise following the issue by the contract of the Customer as and when the Additional Charges arise.

4.3 The Customer shall make payment for the Price and where applicable any Additional Charges in sterling by cash, cheque, telegraphic transfer, debit or credit card. Unless agreed otherwise in writing any payment received by the Supplier in any other currency or by any other method will not the deruned to be payment for the Goods andre Services. Services in question unless and until it is received in full and in cleared funds.

4.4 The Customer shall pay each invoice from the Supplier without any set-off (except as specified in this Condition 4.4) or other deduction within 50 days from the invoice date. The Customer may, subject to written confirmation from the Supplier, set-off against the Price (including any applicable VAT psyable) amounts due from the Supplier whether under the Contract or otherwise.

4.5 The Supplier's invoices shall be payable in accordance with these Conditions, notwithstanding that delivery of the Goods and/or Services may not have taken place and title in the Goods may not have taken place and title in the Goods may not have passed to the Customer. The time of payment of the Supplier's invoices shall be of the essence of the Contract.

the Customer. The time of payment of the Supplier's invoices shall be of the essence of the Contract.

4.6 If the Customer either fails to pay in full any undisputed invoice from the Supplier by the due date for payment or exceeds the maximum outstanding credit facility agreed by the Supplier in writing, without perjudice to any other right or remedy by Supplier in writing, without 4.6.1 all invoices issued by the Supplier in respect of any Goods and/or Services sold or supplied and any Additional Charges pursuant to this Contract and any same due for goods and/or services under any other contract which may exist between the parties shall immediately full due contract which may exist between the parties shall immediately full due

for payment; and
4.6.2 the Supplier shall be entitled to:
4.6.2.1 cancel or suspend any further deliveries to the Customer under any

order:

4.6.2.2 sell or otherwise dispose of the Goods and/or any goods which are the subject of any order by the Customer, whether or not appropriated hereto, and apply he proceeds of sale to the overdee payment or to a reduction in the excess over the maximum credif facility:

4.6.2.3 charge the Customer interest 10th before and after any judgment) on the amount upusid, at the rate of 4.9 per anum above the Bank of England rate current and notified to the Customer forton time to

time:
4.6.2.4 appropriate any payment made by the Customer to such of the Goods and/or Services (or goods and/or services supplied under any other order) as the Supplier may think fir, and
4.6.2.5 by notice to the Customer unilaterally vary the Customer's credit available and/or payment terms for future Corractors, 4.7. Unless otherwise agreed in writing by the Supplier, all queries from the Customer agreeding any invoice must be received prior to the required payment due date in Condition 4.4.

5. Packaging

5.1 The packaging of Goods shall be entirely at the discretion of the Supplier and the Supplier shall have the right to pack all Goods in such manner and in selve quantities as the Supplier thinks if and shall not be obliged to comply with any packaging requests or instructions from the Costomer unless speed by the Supplier and the Costomer in writing.

5.2 The cost of any additional packaging requests or instructions for the packaging requests or instructions good by the partier or determed necessary by the Supplier shall be an Additional by the partier or determed necessary by the Supplier shall be an Additional

6. Risk and Title

6. Lists of diamage nor closs of the Goods shall pass to the Customer at the time of delivery to the address set out in the Contract Details or other such address as may be agreed between the parties from time to time, save in the following situations: save in the following situations: a representative of the Customer at the point when the Customer or a representative of the Customer at the point when the Customer or a representative of the Customer delocts the Goods from the Supplier's place of bonderses or 6.1.2 if the Customer strongfully fails to take delivery, ink shall pass to the Customer delocts the time when the Supplier has tendered delivery of the Goods or

6.1.2 If the Customer wongours of the Customer at the time when the Supplier has tendered delivery of the Customer at the time when the Supplier has tendered delivery of the Customer (and in the Customer at State in Customer State) and the State in Customer State in Customer State in Customer Customer (and in the Customer Customer State in Customer Customer State in Customer until the Supplier has received in cash or cleared funds payment in full off. the Customer until the Supplier has received in cash or cleared funds payment in full off.

By the Customer State in Customer to the Supplier for which payment is then due.

Call that State in the state in the Goods assess to the Customer.

Call that is state in the Goods assess to the Customer.

Call the Customer shall hold the Goods as the Supplier's full-customer and third parties and properly stored, protected and insured and identified as the Supplier's property, to state had the entitled to result or use the Goods in the cultimary course of the basiness.

as the Supplier's property, but shall be entitled to resell or use the Goods into ordinary course of its business.

6.3.2 if Goods are damaged or destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Supplier.

6.3.3 the Supplier's shall be entitled any time to require the Customer to deliver up the Goods to the Supplier and the Customer fails to do so where the Goods are stored and mark identify and reprosess the Goods and the Customer grants the Supplier an irrevocable license to enter any premises of the Customer for such purposes; and 6.3.4 the Customer shall not be entitled to pledge or in any way charge by way of security for any indebteness any of the Goods which remain the property of the Supplier, but if the Customer does so all monitos owing by the Customer to the Supplier and (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

7. Delivery.

1. Declarery
1. Goods and/or Services shall be available for collection from the
Supplier's place of business. Any requests from the Customer for delivery
shall entitle the Supplier to impose an Additional Charge in accordance
with Condition 3.1. In the event that the Goods and/or Services are for
delivered in accordance with the Contract Details or as otherwise agreed
between the parties in writing.
2. The Supplier shall reasonably endeavour to deliver the Goods
on the date(s) indicated by the Supplier set out in the Contract Details for
"Anticipated Delivery Date"), but the time of delivery shall not be of the

essence.

7.3 In the event that the parties agree that time of delivery shall be of the essence and the Supplier fails to deliver the Goods for any reason the essence and the Supplier falls to deliver the Goods for any reason other than any cause beyond the reasonable control of the Supplier of any the state of the Supplier of the Supplier of the Supplier or the state of the Supplier or the state guider the centrol of the Customer, and the Supplier is accordingly liable to the Customer, the liability of the Supplier shall be limited to the excess (if any) of the cost to the Customer (in the chaegest available market) of similar goods to replace the Goods not delivered which is the excess of the Price, subject always to the limitations on Inhillity detailed in Conditions 10.7:

in Condition 10.7.

A The Supplier shall have the right to deliver Goods ordered in installment.

Installment to the supplier is unable for any reason to fulfil any delivery of the Goods on any Anticipated Delivery Date the Supplier shall not be deemed to be in breach of contract or have any liability to the Customer. Failure by the Supplier shall not be deemed to be in breach of contract or have any liability to the Customer. Failure by the Supplier shall not explicit the delivery of the or any claim by the Customer in respect of the Goods delivered in any one or more of the installments shall not entitle the Customer either to treat the Contract as a Goods delivered in any one in more installment in any other relations to take delivery of any of the Goods for the Supplier's faulty of rails to give the Supplier and pure transmittent of the Supplier's faulty of rails to give the Supplier and pure transmittent of the Supplier's faulty of the Goods contracts that the Supplier for 16.1 since the Goods and the Supplier and charge the Customer for a Goods and the Goods at the Supplier and charge the Customer for any shortfull bolow the Price and any Additional Charges under the Contract.

7.1 The Customer shall accept delivery of the Goods and shall promptly unload the Goods. For the avoidance of doubt, the Supplier or the Customer for any shortfull follow the Price and any Additional Charges under the Contract.

7.1. are delay in unloading: and/or swated time at the Supplier's carrier leaves the delivery point unloading and/or swated time at the Supplier's carrier leaves the delivery of unloading and/or swated time at the Supplier's carrier leaves the delivery point unloading and/or swated time at the Supplier for 1.1. any delay in unloading: and/or terms to the delivery point with the Goods.

Goods, and/or 7.7.3 as a result of the Customer's inability or unwillingness to accept delivery and/or delay in unloading the Goods. 7.8. The Customer shall notify the Supplier by telephone followed by notice in writing of any shortfall of Goods delivered within 3 Working Days of delivery, or in the event of non-delivery of a consignment, within 3 Working Days of the Anticipated Delivery Date. The Supplier shall be entitled to make good any shortage or non-delivery of a consignment of

the Goods.

7.9 Upon delivery the Customer will be required to sign the Supplier's delivery note as conclusive evidence that delivery was made and of the quantity of Goods received by the Customer.

8. Services

8.1 The Supplier shall reasonably endeavour to perform the Services on the date(s) specified by the Supplier in the Contract Details or as chemical garden between the parties in writing, subject to the availability of the Supplier's employee, agents and sub-contractors and the availability and delivery of the Goods. The time of performance of the Services and the length of time of performance shall not be of the essence.

essence.

8.2 In the event that the parties expressly agree that time of performance of the Services shall be of the essence and the Supplier fails to perform the Services for any reason other than any cause beyond the reasonable control of the Supplier or the Customer's fault (which shall include the

action or inaction of a party acting under the control of the Customer), and the Supplier is accordingly liable to the Customer, the liability of the Suppliers shall be limited to the excess (famy) of the cost to the Customer (in the cheapest available market) of similar services to replace the Services not performed which is in excess of the Price, subject always to the limitations on liability detailed in Condition 10.7. 3.3 The Services shall be performed at the location specified in the Contract Details or if a location is not specified at the location agreed between the runties; in writine

between the parties in writing.

8.4 Acceptance of the Services shall take place in accordance with the provisions set out in the Contract Details or as agreed between the parties

9. Customer Obligations

9.1 Where the Contract is for the sale and supply of Goods and Service the Customer warrants that:
9.1.1 it will co-operate with the Supplier in all matters relating to the

Services:

9.1.2 it will provide, for the Supplier, its employees, agents and sub-contractors, in a timely manner and at no charge, access to the Customer's Premises, office accommodation and other facilities (*Relevant Premiser') as requested by the Supplier and as necessary to enable the Supplier to perform its obligations under these Conditions:
9.1.3 it will provide, in a timely manner, such data, reports and all other all material research under the supplier tony request and ensure that it is accurate in all material research and ensure that it is accurate in

9.1.3 it will provide, in a timely manner, such data, reports and all other information as the Supplier may reguest and ensure that it is accurate in all material respects.

9.1.4 it will carporate an expect and ensure that it is accurate in all material respects.

9.1.5 it shall take all reasonable precautions to ensure the health and safety of the Supplier, its employees, agents, or sub-contractors whist on the Relevant Premises and will inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Relevant Premises, requirements that apply at any of the Relevant Premises, the supplier of the purposes for which they are used in relation to the Services and conform to all relevant United Kingdom standards or requirements; and suitable for the purposes for which they are used in relation to the Services are to state of the data of the supplication in elation to the Services are to state of the data of the supplication of the Services are to state of the data referred to in Condition 9.1.3.

9.2 If the Supplier's performance of its obligations under the Contract is

legislation in relation to the Services and the use of the data referred to in Condition 9.1.3.

9.2 If the Supplier's sperformance of its obligations under the Contract is prevented or delayed by any act or onission of the Customer, its agents, sub-contractors or employees, the Supplier shall not be liable for any sub-contractors or employees, the Supplier shall not be liable for any sub-contractors or indirectly from such prevention or delay.

9.3 Notwithstanding the provisions of Condition 9.2, the Supplier may charge the Customer as an Additional Charge for any additional reasonable costs and expenses incurred by the Supplier caused by the Customer's instructions, failure to comply with Condition 9.1.

9.4 The Customer shall not, without the prior written consent of the 9.4 The Customer's instructions, failure to comply with Condition 9.1.

9.4 The Customer shall not, without the prior written consent of the 9.4 The Customer's instructions, failure to which the prior written consent of the properties of the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Supplier in the provision of the Services.

Services.

9.5 Any consent given by the Supplier in accordance with Condition 9.4 shall be subject to the Customer paying to the Supplier a sum equivalent to 20% of the then current annual renumeration of the Supplier's employee or sub-contractor or, if higher, 20% of the annual renumeration to be paid by the Customer to that employee or sub-contractor.

10. Warranties and Liability

to 20% of the then current annual remuneration to the Supplier's employee or sub-contractor, it files. 20% of the annual remuneration to be paid by the Customer to that employees or sub-contractor.

10. Warranties and Liability

10.1 Where the Supplier is not the manufacturer of the Goods, the Supplier shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given to the Supplier.

10.2 Subject to the Conditions as to use to below the Supplier variants that: 10.2.1 upon delivery the Goods will be of satisfactory quality;

10.2 Inpon delivery the Goods will be of satisfactory quality;

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10.2 Inpon delivery the Goods will be of satisfactory quality;

10.3 Index of the Goods which are required to comply with any applicable satisfactory or satisturery equipments on which does not materially any properties of the Goods agreed of satisfactory quality or satisfactory qualifications, professional competence and skill in a good and workmanile manner and that the Supplier's personnel possess the relevant qualifications, professional competence acquerience to carry out the Services subject to the Customer of the Goods are capteriated to carry out the Services subject to the Customer of the Goods are capteriated to carry out the Services subject to the Customer of the propose of the Customer of the propose for which the Goods are intended.

10.3 Subject as expressly provided in these Conditions, all warranties on Conditions to Customer's cotter than the Supplier's subject or the purpose for which the Goods are intended.

10.4 The Supplier's hall not be liable for a breach of any of the warranties in Condition 10.2 unless.

10.4 The Supplier shall not be liable for a breach of any of the warranties in

11. Protection of Confidential Information

11. Notwithstanding termination of the Contract, each party (Reciving Party') shall keep the Confidential Information of the other party (Supplying Party oonfidential Information of the other party and only use the Confidential Information of the Supplying Party shall only use the Confidential Information of the Supplying Party as necessary to supply of the Codes andor Services in the case of the Suppleing or as necessary for the purpose of making reasonable use of the Goods and/or Services in the case of the Codes and reasonable use of the Goods and/or Services (and the case of the Customer and for performing the Receiving Party's shill inform its officers, employees and agents of the Receiving Party's shill inform its officers, employees and agents of the Receiving Party's shill inform under the provisions of this Condition 11, and ensure that they meet such obligations. obligations.

11.2 The obligations of Condition 11 shall not apply to any information

which: 11.2.1 was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;

s, or becomes, publicly available through no fault of the ne Party: Receiving Party; 11.2.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;

11.2.4 was developed by the Receiving Party (or on its behalf) without direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or 11.2.5 is required to be disclosed by order of a court of competent

12. Termination

12.1 Without prejudice to any other remedies or rights whether under the Contract or otherwise, either party may terminate the Contract at any time by written notice to the other party and the notice taking effect as specified in the notice if:

by written notice to the other party and the notice taking effect as specified in the notice if:

12.1.1 the other party commits a material breach of any of these Conditions, and (if such a breach is remediable, fails to remedy that breach within 21 days of being notified in writing:

12.1.2 the other party suspends, or theretaxts to suspend, porment of its 12.1.2 the other party suspends, or theretaxts to suspend, porment of its individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or 12.1.3 a creditor or encumbrance rathers or takes possession of, or a distress, execution, sequestration or other such process is levied or assets of the other party;

12.1.4 the other party suspends or ceases, or threatens to suspend or cases, to carry on all or substantial part of its business of the other party;

12.1.5 the party reasonably apprehends that any of the events mentioned above is about to occur and notifies the other party accordingly.

12.2 For the purposes of Condition 12.1.1, a breach shall be considered question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

12.3 The Supplier may terminate the Contract if the Customer fails to pay any sum doe under Contract, including any interest accrued, in full cleared funds in accordance with Condition 4.

13. Consequences of termination

13.1 Upon termination of the Contract for any reason:
13.1 the Customer shall immediately pay to the Supplier all outstanding invoices, and in respect of any part of the Price or other sums payable by the Customer but for which no invoice has been submitted. the Supplier all contracts the contract of the Customer but for which no invoice has been submitted. the Supplier and 13.12 each purply shall return, debtor or destroy all Confidential Information and all other information which has been provided to it by the other party belonging to that other party in whatever medium in accordance with the instructions of that other party, and 13.13 the accurate rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly 13.15 the accurate of the continuation of any provision expressly stated to survive or implicitly 14.1 Section Mexicages.

14. Force Majeure

14. FORCE MAJEUTE

14.1 The Supplier shall be liable to the other Customer or be deemed to be in breach of this Contract by reason of any delay in performing, or the delay or failure was due to any cause beyond the Supplier's reasonable control such as low thout limitation any arrike, lock-out or other form of industrial action, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or default of supplier or sub-contractors or inability to procure materials required for performance of the Contract.

14.2 The Supplier and promptly notify the Customer in writing when such circumstances cause a delay or failure in performance and when they cease to do so it such circumstances continue for a continuous period of more than 3 months, the Supplier may terminate the Contract by written

15. Export Terms and Licences

15.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of the any conflict heaven the provision of the face-term any conflict heaven the provision of the face-terms and these Conditions, the latter shall prevail.
15.2 The Customer is responsible for obtaining all necessary export licences and complying with all regulations governing the admission of the Goods into the country of destination and for the purposent of all the Goods into the country of destination and for the purposent of all the Goods into the country of destination and for the purposent of all the Goods into the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destination and for the purposent of all the country of destinations.

16. Third party rights

16.1 A person who is not a party to the Contract will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

17. Notice

11. NOTICE
17.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices sent by post shall be notice is sent and received within the United Kingdom, or 7 Working Days following posting where the notice is sent and received outside of the United Kingdom. Any notice delivered personally or sent by fax oremain shall be deemed served at the time of personal delivery or transmission, provided the same occurs on a Working Day. To prove to the fax number or email address of the other party or the property addressed and posted.
18. Entire agreement

18. Entire agreement

18.1 Each Contract constitutes the entire agreement between the parties in relation to its subject matter, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

19. No partnership or agency

19.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for purpose. No party shall have authority to act as agent for or to bind another party in any way. 20. Further assurance

20.1 Each party to the Contract shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of the Contract or to make it easier to enforce.

21. Assignment

21.1 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. Part of the Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any manner with all or any of its rights or obligations under the Contract.

22. Severance

22.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and 23. Waiver

23.1 If either party fails or delays or compromises in exercising a right or remedy under the Contract, the right or remedy is not to be treated as having been waived, restricted or varied and agreement by either party to refrain from exercising a right in one particular instance will not prevent it from exercising in infull in the future. 24. Cumulative remedies

24.1 All rights and remedies available to either of the parties under the terms of the Contract or under the general law are to be cumulative, and no exercise by either of the parties of any such right or remedy is to restrict or prejudice the exercise of any other right or remedy granted by the Contract or otherwise available to that party.

25. Governing law and jurisdiction

25.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of England and Wales.

25.2 The parties irrevocably agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim that arrises out of or inconnection with the Contract or its subject matter.