

## **PENDLE DOORS LIMITED**

### **TERMS & CONDITIONS OF SALE**

#### **1. Definitions**

##### 1.1 In these Conditions:-

“Conditions”	means the standard terms and conditions of sale set out herein and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Customer and the Seller and specified herein or overleaf;
“Contract”	means the contract for the purchase and sale of the Goods including these Conditions;
“Customer”	means the Person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
“Force Majeure”	means any cause beyond the Seller’s reasonable control including but not limited to any strike, any lack of available transport or materials, any restriction, regulation or decree by any local or municipal authority or government department or by any strike, commotion, riot or act of God;
“Goods”	means the goods (including any instalment of the Goods or any part of them) which the Seller is to supply in accordance with these Conditions from time to time;
“Person”	means an individual or a body corporate or unincorporate or a partnership and “Persons” shall be construed accordingly;
“Seller”	means Pendle Doors Limited (registered in England under number 3480262);
“Writing”	shall have the ordinary meaning ascribed to it, including type written documents or communications and shall include e-mail, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Except where the context otherwise requires words herein denoting the singular include the plural and vice versa; words denoting any one gender include all genders.

1.4 References to clauses are, unless the context otherwise permits, references to clauses of these Conditions.

1.5 Clause headings herein are for reference only and do not affect the construction of these Conditions or the Contract.

#### **2. Parties**

- 2.1 The parties to these Conditions are the Seller and the Customer. All transactions between the Seller and the Customer are as between principal and principal and are subject to the following express conditions.

### **3. Variation**

- 3.1 The Contract between the Seller and the Customer cannot be varied, altered or excluded unless such variation, alteration or exclusion is agreed between the parties in Writing between the authorised representatives of the Seller and the Customer being in the case of the Seller a director of the Seller and signed by the parties to be bound.

### **4. Waiver**

- 4.1 Any concession, latitude or waiver allowed by the Seller at any time shall not only apply to the extent specifically covered by such concession, latitude or waiver and shall not prevent the Seller otherwise exercising its full rights under the Contract and these Conditions.

### **5. Acceptance of Orders**

- 5.1 The Contract between the Seller and the Customer shall only become binding upon the confirmation in Writing of any order by the Seller and all quotations or tenders made and price or product lists supplied by the Seller shall be treated as invitations to treat only.
- 5.2 The Seller reserves the right to accept or refuse orders. The Seller also reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of the Seller being unable to fulfil any of its commitments under the Contract for any reason whatsoever or the Customer's commitments (including in particular, without limitation, the payment on the due dates for Goods delivered) with the Seller not being met. The Seller reserves the right to refuse, modify or renegotiate orders in the event of changes in HM Government's trade policy pertaining to imports, tariffs, surcharges, pound sterling exchange rate fluctuations and other conditions affecting the charges, quotes or procedures the Seller is obliged to follow. If an order is cancelled by the Seller in the aforementioned circumstances then the Customer shall be liable to indemnify the Seller against all loss, costs (including the cost of all labour and materials used and overheads incurred), damages, charges and expenses arising out of the orders and the cancellation thereof (the Seller giving credit for the value of any such materials sold or utilised for other purposes).
- 5.3 The Customer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 5.4 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Seller).
- 5.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to

the Seller's specification, which do not materially affect their quality or performance.

## **6. Representations**

- 6.1 The Seller's employees or agents are not authorised to make a legally binding representation concerning the Goods or this Contract and no representations shall bind the Seller unless the same shall have been specifically authorised by a director of the Seller.
- 6.2 In entering into this Contract, the Customer acknowledges that it does not rely on and waives any claim for breach of any representations which are not confirmed in Writing as provided for in clause 6.1.
- 6.3 Any advice or recommendation given by the Seller or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Customer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 6.4 All illustrations, drawings and general descriptions accompanying any tender or quotation from the Seller or contained in the Seller's price lists, advertisements or other literature (including but not limited to the Internet) or otherwise provided to the Customer are intended for general guidance only and shall not be binding by the Seller and are only approximate indications of the type, size or colour of Goods quoted for and sales of such Goods shall not be by reference thereto. Any typographical, clerical or other error or omission in any sales literature, tender, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

## **7. Carriage and Packaging**

- 7.1 Unless expressly stated in Writing by the Seller all prices quoted are ex works and carriage is not included.
- 7.2 The packaging of the Goods is at the sole discretion of the Seller who shall have the right to pack the Goods in such manner and with such materials as it thinks fit.

## **8. Price and Payment**

- 8.1 The price for the Goods shall be such price as stated by the Seller in the Contract and shall be subject to variation at the sole discretion of the Seller at any time. The final price payable will be subject to the costs ruling at the date of despatch from the Seller's works.
- 8.2 All prices are exclusive of VAT and any other taxes from time to time in force and shall be such prices as stated by the Seller as provided in clause 8.1.
- 8.3. The Seller will invoice the Customer immediately by e-mail upon dispatch of ordered Goods. The total invoice value must be paid by the Customer to the Seller within 30 days from the date of the Seller's invoice save

where specified in Writing by the Seller to the contrary and payment shall be made without set-off, deduction, counterclaim or otherwise.

- 8.4. The Seller reserves the right to impose such minimum item and invoice charges as notified to the Customer in Writing from time to time.
- 8.5. Where the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, the Seller shall be entitled to invoice the Customer for the price at any time after the Seller has notified the Customer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 8.6. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
  - 8.6.1 cancel the Contract and/or suspend any further deliveries to the Customer; and/or
  - 8.6.2 appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any other contract between the Customer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Customer); and/or
  - 8.6.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 5% per annum above HSBC Bank plc rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## **9. Collection**

- 9.1. If the recovery of any sums outstanding from the Customer to the Seller is passed to a debt collection agency, the Customer shall pay the Seller's costs incurred on an indemnity basis in instructing the said debt collection agency and all legal and other costs ancillary thereto.

## **10. Delivery**

- 10.1. Save where the Customer collects the Goods from the Seller's premises (in which case delivery shall take place at the Seller's premises) delivery shall take place at the Customer's premises or such other actual location within the UK which the Customer shall have previously notified to the Seller in Writing. In the event that the Customer wrongfully fails to take delivery of the Goods for whatever reason the Seller will be deemed to have tendered delivery of the Goods upon notification to the Customer that the Goods are ready for collection at the Seller's premises.
- 10.2. The Customer shall provide at its own expense adequate assistance for unloading goods at their place of delivery within a reasonable time from the arrival of the delivery vehicle. In default, the Customer shall be liable for the additional costs of delivery or re-delivery thereby occasioned.
- 10.3. The Seller will endeavour to complete on any delivery dates stipulated, but such dates are only estimated and the Seller will not be liable to the Customer for any loss, damage, injury, penalty, claim or any other matter of whatsoever nature arising from any delay in delivery and time for delivery shall not be of the essence of the Contract.

- 10.4 The Seller shall be entitled to deliver the Goods by instalments. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to delivery any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 10.5 The Seller reserves the right to withhold delivery of the Goods to the Customer at any time when the Customer is exceeding or upon delivery would exceed any credit limit or agreed credit terms with the Seller either in relation to such Goods or otherwise.
- 10.6 A delivery or collection note signed by or on behalf of the Customer or of the Customer's customer or the duly authorised agent of either of them shall be deemed to be evidence of delivery or collection of the Goods specified therein.

## **11. Storage Charges**

- 11.1 If the Customer fails to take delivery of all or part of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:-
- 11.1.1 take back and store the Goods until actual delivery and levy a restocking charge on the Buyer equivalent to 30% of the value of the Goods in question plus other reasonable costs incurred by the Seller including but not limited to haulage and insurance costs; or
- 11.1.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

## **12. Claims, Damages and Liability**

- 12.1 The Customer shall upon delivery examine the Goods and shall promptly (but in any event within two working days of delivery) notify the Seller in Writing of any apparent damage, defect or shortage. In the event of non-delivery the Customer shall notify the Seller and the carrier (if known) of the Goods in question alleged to be non-delivered within 5 days of the date of despatch of the said Goods as stated in the Seller's advice note or invoice.
- 12.2 In default of the written notification referred to in clause 12.1 the Seller shall be deemed conclusively to have properly performed its obligations under the Contract.
- 12.3 In the event that the written notification referred to in clause 12.1 is received by the Seller, the Seller may (but shall not be obliged to) arrange for an inspection of the Goods by a nominated representative of the Seller within 2 working days of receipt of the written notification. The Customer hereby agrees to afford such inspection facility to the Seller or its nominated representative and further agrees to co-operate as far as reasonably possible to enable the inspecting party to properly investigate

and address the Customer's particular queries. Once such inspection has taken place the Seller may take such action as the Seller may acting reasonably think fit.

12.4 The Customer acknowledges that:-

12.4.1 the Seller shall be under no liability in respect of any defect in the Goods arising whether directly or indirectly from any drawing, design or specification made, supplied, furnished or specified by the Customer;

12.4.2 the Seller shall be under no liability in respect of any defect arising from fair weather wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval in Writing;

12.4.3 the Seller shall be under no liability if the total price of the Goods has not been paid by the due date for payment.

12.5 Subject as expressly provided herein all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.6 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Seller within 2 working days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Seller accordingly, the Customer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

12.7 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller will not be liable to the Customer for any consequential loss howsoever caused and the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Customer. In any event the Seller shall not incur any liability whatsoever in respect of any defective Goods after a period of 3 calendar months from the date of delivery of the said Goods.

12.8 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, except as expressly provided in these Conditions.

- 12.9 The Seller shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to Force Majeure.
- 12.10 The Seller shall not be liable or held responsible for any damages, costs, charges or expenses awarded against or any liabilities incurred by the Customer arising out of any infringement of any patent or other intellectual property rights belonging to third parties.
- 12.11 In the event of a valid claim being established by the Customer, settlement of such claim will be limited to the value of the Goods defectively processed and will in no way extend to consequential loss howsoever caused.
- 12.12 All Goods must be stored by the Customer in suitable conditions and the Seller will not be liable to the Customer for any defects brought about by the Customer storing the Goods in unsuitable conditions.
- 12.13 Goods supplied to the Customer may not be returned without the Seller's consent in Writing. The Seller reserves the right to refuse Goods so returned.

### **13. Risk and Property**

- 13.1 The Customer acknowledges that before entering into the Contract for the purchase of the Goods from the Seller, it has expressly represented and warranted to the Seller that it is not insolvent and there are no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver or administrator or entitle any person to petition for its winding up or exercise any other right over or against the Customer or its assets.
- 13.2 Notwithstanding delivery and the passing of risk, legal ownership of the Goods shall not pass from the Seller to the Customer until the Seller has received payment in full of the price for the Goods. Furthermore, title in the Goods shall remain vested in the Seller and shall not pass to the Customer unless and until the full price of any other delivered goods the subject of any other business transaction between the Customer and the Seller has been paid in full either by way of cash or cleared funds.
- 13.3 Risk of damage to or loss of the Goods shall pass to the Customer:-
- 13.3.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Customer that the Goods are available for collection; or
- 13.3.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Seller has deemed to have tendered delivery of the Goods.
- 13.4 Until such time as the legal ownership in the Goods passes to the Customer, the Customer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods properly protected and insured and identified as the Seller's property.

- 13.5 Notwithstanding the delivery to the Customer, the Seller shall be legally and beneficially entitled to the ownership of the Goods until payment of all debts owed by the Customer to the Seller. Until such payment, and subject to the following provisions, the Customer holds the Goods as bailee of the Seller and owes to the Seller the normal fiduciary obligations of a bailee by way of custody in respect of the Goods. In so far as the Customer shall, or shall purport to, offer for sale and sell the Goods, it shall do so only at the best obtainable price in the ordinary course of its business as principal and not as agent for the Seller. The Seller shall, by reason of the said relationship of bailment between the Customer (as bailee) and itself (as bailor), be and remain legally and beneficially entitled to the proceeds of sale and the Customer shall pay such proceeds of sale into a separate account, or, otherwise shall ensure that all the proceeds of sale are kept by or on behalf of the Customer in a separate and identifiable form. The proceeds shall not be paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the Customer shall discharge the debt due to the Seller and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged in full.
- 13.6 Until such time as the legal ownership in the Goods passes to the Customer, the Seller may at any time enter upon any of the Customer's premises or any other premises where the Goods are held (as the case may be) and remove the Goods therefrom and the Customer permits the Seller access to the said premises to do so. The Customer shall indemnify the Seller on a full indemnity basis against all loss, damage, costs or expenses so arising including in particular, without limitation, loss, damage, costs or expenses in respect of third party claims.
- 13.7 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Customer does so contrary to this Condition, all moneys owing by the Customer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 13.8 The Customer may attach or fix the Goods to other property belonging to the Customer or a third party, but provided that the Goods may be removed without causing damage (other than superficial damage) to the property of the Customer or the third party such attaching or fixing shall not affect the legal ownership of the Goods.
- 13.9 In the event that the price for the Goods is not paid by the due date the Seller shall at its absolute discretion be at liberty either to recover the Goods or maintain an action for the price of the Goods and/or damages.
- 13.10 No provision of these Conditions shall prejudice the Seller's rights to exercise any alternate remedies whatsoever in default of payment by the Customer or any breach of contract.
- 13.11 Each of the preceding clauses shall be construed and take effect separately and in the event of one or more of such clauses being held ineffective this shall not affect the validity of the remaining clauses.

#### **14. Termination**



- 14.1 Save as herein appears the Customer shall have no right to cancel the whole or any part of the Contract and if notwithstanding this clause, the Customer shall purport to cancel the whole or any part of the Contract, the Seller may, by notice in Writing to the Customer, elect to treat the Contract as repudiated and the Customer shall thereupon be liable to pay to the Seller by way of liquidated damages a sum equal to all the expenses incurred by the Seller in connection with the Contract including, in particular without limitation, an appropriate amount in respect of administrative overheads, costs and losses of profit.
- 14.2 The Seller's reasonable estimate of the expenses incurred by it on repudiation by the Customer as referred to in clause 14.1 shall be final and binding on the parties.
- 14.3 If the Seller for whatever cause is unable to make delivery of the Goods on the delivery date set out in the Contract or if the Seller is unable to perform any of its other obligations under the Contract, the Seller may, by notice in Writing to the Customer, terminate the Contract or suspend the Contract without liability for any loss or damage thereby incurred by the Customer.
- 14.4 In addition to the right to cancel any uncompleted order or to suspend delivery thereof, pursuant to clause 5.2, the Seller shall have a similar right of cancellation of any uncompleted order or to suspend delivery in respect of any orders where the delivery of such Goods would result in the amount of monies outstanding to the Seller from the Customer for those Goods and for any other Goods supplied by the Seller, would exceed the Seller's credit limit on the Customer or credit terms generally agreed between the Seller and the Customer from time to time.

## **15. Insolvency of Customer**

- 15.1 This clause applies if:-
- 15.1.1 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - 15.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
  - 15.1.3 the Customer ceases, or threatens to cease, to carry on business; or
  - 15.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 15.2 If this clause 15 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **16. Samples**

- 16.1 The Customer shall pay to the Seller for the cost of any samples supplied by the Seller to the Customer.

## **17. Consignment Stock**

**The provisions of this clause shall only apply if the Seller has agreed in writing that the Customer may hold Consignment Stock.**

- 17.1 Goods will be delivered to the premises specified in the consignment terms agreed between the Seller and the Customer in writing ("the Premises"), and such Goods will form part of the consignment stock held by the Customer on the terms of this Condition 17 ("Consignment Stock")
- 17.2 The Customer acknowledges that the Consignment Stock is the absolute property of the Seller, and, without limitation, the provisions of Condition 13 shall apply to it.
- 17.3 The Customer shall at its expense and for the Seller's benefit insure and keep fully insured the Consignment Stock against all risks for its full replacement value with an insurer of repute and standing and the Customer shall cause the interest of the Seller in the Consignment Stock to be entered on the relevant insurance policy.
- 17.4 In the event of any loss, damage or destruction to the Consignment Stock (an "occurrence") the Customer shall notify the Seller forthwith. Notwithstanding that the Consignment Stock may not have been insured for the relevant loss or settlement of any insurance claim arising from any such occurrence may have been refused by reason of any act or default of the Customer, the Seller may issue an invoice to the Customer in respect of the Consignment Stock so lost, damaged or destroyed for the full price prevailing at the time of the occurrence and such invoice shall be due for payment by the Customer in accordance with these Conditions.
- 17.5 The Customer shall at the Seller's reasonable request produce to the Seller the policy or policies of such insurance and the receipts for the last premium.
- 17.6 The Customer shall at all times keep the Consignment Stock at the Premises, stored in clean safe and dry conditions in accordance with any storage recommendations issued by the Seller and during normal business hours permit the Seller's duly authorised representatives without prior notice to inspect the Consignment Stock to check its condition and that the provisions of these Conditions are being observed and fulfilled by the Customer.
- 17.7 The Customer shall at all times maintain records showing the Consignment Stock held, the deliveries and withdrawals made and will submit a Consignment Stock return in the agreed form to the Seller no later than 5 days before the end of each calendar month in respect of the period since the previous such report. The Customer shall notify the Seller in writing of any items removed from the Consignment Stock during that period and the Seller will be entitled to invoice the Customer in respect of those items. In the case of any dispute as to the items of Consignment Stock withdrawn, then without prejudice to the Seller's right to inspect the Consignment Stock at any time, the parties shall jointly carry out a stock take to determine the items so withdrawn.

- 17.8 The Customer will at least once a year carry out a stock take and will provide a certificate signed by its financial director certifying the amount of the Consignment Stock held by the Customer at the end of each annual accounting reference period of the Customer such certificate to be delivered to the Seller not later than eight weeks after the end of the Customer's accounting reference period.
- 17.9 From time to time during the term of this Agreement the Customer may remove items from the Consignment Stock for the purpose of use in its normal day to day business and the Customer shall thereupon be deemed to have purchased the items so removed upon and subject to these Conditions.
- 17.10 The price of the items removed from the Consignment Stock shall be the Seller's prevailing selling price therefor to that Customer at the time of deemed purchase. For the avoidance of doubt it is agreed that payment shall be due and invoiced for by the Seller in respect of the full contents of any pack or container which has been opened notwithstanding that it has only been partially consumed.
- 17.11 The Customer shall rotate the Consignment Stock regularly using the FIFO system and the same system shall be used by the parties in order to determine the period that any item of Consignment Stock has been held by the Customer. Any item of Consignment Stock which has not been used, removed or purchased by the Customer within a period of six successive months from the date of delivery shall be deemed to be obsolete and have been withdrawn by the Customer and the Seller shall be entitled to invoice the Customer in respect thereof.

## **18. Force Majeure**

- 18.1 Insofar as the performance of the Contract by the Seller may be affected by Force Majeure or for any other cause or reason of whatsoever nature beyond the Seller's control (which shall be construed without the eiusdem generic rule) the Seller may elect at its absolute discretion either:-

18.1.1 to terminate the Contract; or

18.1.2 to proceed to perform or continue performance under the Contract within a reasonable time after the termination of such events or circumstances and with such reasonable variation as the circumstances shall prevail.

## **19. Consents**

- 19.1 It shall be the responsibility of the Customer (and not of the Seller) to obtain all consents necessary for the installation and storage of any Goods and to satisfy itself that the installation and storage of such Goods is in accordance with the provision of any relevant by-laws, regulations or statutes.

## **20. Severability**

- 20.1 Should any of these Conditions be found by a court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from these Conditions and the remaining Conditions shall continue in full force and effect.

## **21. Obligations**

- 21.1 The Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group (if any), provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.

## **22. Infringement**

- 22.1 No warranty is given by the Seller that the use of the Goods for any purpose does not infringe any British or foreign patents, copyright or other similar intellectual property right.

## **23. Notices**

- 23.1 Save as hereinbefore otherwise provided, any notice required or permitted to be given by the Customer under these Conditions shall be in Writing, addressed to the Seller at its trading address shown on the Contract. Any notice required or permitted to be given by the Seller to the Customer under these Conditions shall be in Writing, addressed by the Customer at the address shown for the Customer herein.

## **24. Conflict**

- 24.1 To the extent of any conflict between these Conditions and any terms and conditions of the Customer either on the Customer's order form or otherwise, the Conditions herein contained shall take precedence. The Seller shall not be bound by the Customer's terms and conditions or any of them unless expressly agreed to in Writing by a director of the Seller after the date of these Conditions.

## **25. Contracts (Rights of Third Parties) Act 1999**

- 25.1 Except where expressly provided in the Contract a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, but this does not affect the right or remedy of a third party which exists or is available apart from that Act.

## **26. Proper Law**

- 26.1 These Conditions and the Contract shall be construed according to English Law and the parties hereto hereby submit to the exclusive jurisdiction of the English Courts.