

**OAKMONT GLAZING SYSTEMS LTD**  
**TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR SERVICES**

**1. Definitions and Interpretation**

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:

"Additional Charges"	means the costs of any additional packaging, remittance charges, any taxes, duties or other charges levied by any Government or authority in respect of or by reason of the sale, provision, delivery, export or import of the Goods and/or Services, courier and messenger costs and any other charges referred to in these Conditions;
"Conditions"	means these terms and conditions;
"Contract"	means an agreement for the sale of Goods and/or Services, by the Supplier to the Customer in accordance with Condition 2.3 of these Conditions;
"Customer"	means the person who has accepted these Conditions;
"Goods"	means the goods to be supplied by the Supplier to the Customer pursuant to the Contract and as detailed in the Specification;
"Intellectual Property Rights"	means all copyright, patents, rights to invention, utility models and patent rights, service marks, trade, business and domain names, rights to processes and procedures, rights in trade dress or get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know how and trade secrets), and any other intellectual property rights in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Order"	means a written order for the Goods and/or Services, accepting a Quotation and submitted to the Supplier by the Customer;
"Order Acknowledgement"	means the Supplier's written acceptance of the Order which shall contain the specific details of the Contract;
"Price"	means the price due from the Customer for the Goods and/or Services, plus any Additional Charges;
"Quotation"	means any proposal, tender, estimate or quotation submitted to the Customer by the Supplier prior to the Contract being made;
"Services"	the services provided by the Supplier to the Customer as set out in the Specification;
"Specification"	means the specific details of;  (a) the Goods; and/or (b) the Services,  including where relevant, dimensions and quantities, which will be notified to the Customer in the Quotation and which will be referred to in the Order Acknowledgment;
"Supplier"	means Oakmont Glazing Systems Ltd incorporated and registered in England and Wales with company number 13194537 whose registered office is at 9 Tom Blower Close, Wollaton, Nottingham, NG8 1JQ
"Working Day"	means any day from Monday to Friday other than a statutory or public holiday in England.

1.2 In these Conditions:

- 1.2.1 a reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation;
- 1.2.2 words in the singular include the plural and words in the plural include the singular;
- 1.2.3 a reference to one gender includes a reference to the other gender and the neutral;

- 1.2.4 words importing persons include firms, companies, associations, organisations, governments, states, foundations, trusts and corporations and vice versa;
- 1.2.5 the headings to Conditions do not affect the interpretation of these Conditions;
- 1.2.6 where the word 'including' is used in these Conditions, it shall be understood as meaning 'including without limitation' and where the context permits, the words 'other' and 'otherwise' are illustrative and shall not limit the sense of the words preceding them; and
- 1.2.7 any reference to 'writing' or any cognate expression includes communications by post, facsimile transmission and e-mail, but excludes text messages.

## **2. Basis of Contract**

- 2.1 These Conditions shall apply to the sale by the Supplier of all Goods and/or Services, purchased by the Customer and these Conditions shall govern the Contract to the exclusion of any other terms and conditions introduced or submitted by the Customer.
- 2.2 Any Quotation submitted to the Customer will not constitute an offer and shall remain valid for the period stated therein, but if no period is specified such Quotation shall be valid for the date of issue.
- 2.3 The Contract shall be made when the Supplier accepts the Order by issuing the Order Acknowledgement to the Customer and not before.
- 2.4 The Supplier may at any time without notifying the Customer make any changes to the Goods or Services to be provided to the Customer which do not materially affect the nature or quality of the Goods or Services or which are required in order to comply with any applicable law or reasonable safety requirement.
- 2.5 The Supplier's employees or agents are not authorised to make any representations concerning the Goods 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 so confirmed save that nothing in this Condition excludes the Supplier's liability for fraudulent misrepresentation. For the avoidance of doubt, the Customer shall be responsible for ascertaining whether the Goods and/or Services as set out in the Specification meet the Customer's requirements. The Customer's attention is drawn to Condition 9.5 in this regard.
- 2.6 In the event that the Customer wishes to cancel an Order, it may only do so with the written consent of the Supplier and on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.
- 2.7 Any typographical, clerical or other omission in any sales literature, Quotation, price list, Order Acknowledgement, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

## **3. Price**

- 3.1 The Price shall be as set out:
- 3.1.1 in the Order Acknowledgement; Contract Register or
- 3.1.2 as otherwise agreed between the parties in writing from time to time.
- 3.2 All Prices are inclusive of delivery and exclusive of VAT or any other sales tax which will be charged at the rate in force at the time of despatch.
- 3.3 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 penalties incurred by the Supplier) 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.

## **4. Payment Terms**

- 4.1 The payment terms in this Condition 4 apply save to the extent that they are inconsistent with any specific payment terms set out in the Order Acknowledgement or otherwise agreed in writing between the Supplier and the Customer.
- 4.2 Unless credit terms have been agreed in writing by the Supplier, the Customer shall pay a deposit of 35% of the total amount quoted in the Quotation on placing the Order. This deposit shall be non-refundable in the event of cancellation of the Order by the Customer and in the event that the Supplier's losses exceed the deposit paid the Supplier shall be entitled to charge the Customer for the excess.
- 4.3 The Supplier shall be entitled to invoice the Customer for:
- 4.3.1 the Price and/or balance of the Price at any time after the Contract has been made in accordance with Condition 2.3; and
- 4.3.2 any Additional Charges as and when they arise.
- 4.4 The Customer shall pay any invoice issued by the Supplier without set off or other deduction:
- 4.4.1 prior to delivery of the Goods and/or Services; or
- 4.4.2 in accordance with any credit terms agreed by the Supplier in writing; or
- 4.4.3 where the invoice relates to Additional Charges arising after delivery of the Goods and/or Services and no credit terms have been agreed by the Supplier in writing within 14 days from the invoice date.
- 4.5 Payment for the Price and where applicable any Additional Charges shall be made in pounds sterling by electronic transfer, debit or credit card or by cheque. Any payment received by the Supplier in any other currency or by any other payment method will not be deemed to be payment for the Goods and/or Services. Payment will not be deemed payment for the Goods unless and until it is received in full and in cleared funds. The Supplier shall be entitled to charge the Customer a service charge of 2% of any sum paid by credit card.
- 4.6 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 the property in the Goods and/or Services may not have passed to the Customer. The time of payment of the Supplier's invoices shall be of the essence of the Contract.
- 4.7 If the Customer either fails to pay in full any invoice from the Supplier by the due date for payment or exceeds the maximum outstanding credit facility agreed by the Supplier in writing, without prejudice to any other right or remedy the Supplier may have:
- 4.7.1 all invoices issued by the Supplier under the Contract (or in relation to any other contract which may exist between the parties) shall immediately fall due for payment;
- 4.7.2 the Supplier shall be entitled (without prejudice to any other right or remedy it may have) to:
- 4.7.2.1 cancel or suspend any further deliveries to the Customer under any order;

- 4.7.2.2 sell or otherwise dispose of any Goods (or goods supplied under any other contract which may exist between the parties) whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment or reduction in the excess over the maximum credit facility;
  - 4.7.2.3 refuse to deliver, cease working on, perform or carry out any part of the Services;
  - 4.7.2.4 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 8% above the base rate of the Supplier's current bank accruing daily, whether before or after any judgment;
  - 4.7.2.5 appropriate any payment made by the Customer to such of the Goods and/or Services (or goods supplied under any other contract which may exist between the parties) as the Supplier may think fit; and
  - 4.7.2.6 by notice to the Customer unilaterally vary the Customer's credit available and/or payment terms for future contracts.
- 4.8 Unless otherwise agreed in writing by the Supplier, all queries from the Customer regarding any invoice must be received prior to the required payment date in Condition 4.4.

## 5. **Services**

- 5.1 If the Customer has placed an Order which includes (either in whole or in part) any Services, the Supplier shall provide the Services to the Customer in accordance with the Specification in all material respects using reasonable care and skill.
- 5.2 The Supplier shall use their reasonable endeavours to meet specific dates in relation to the Services. However unless expressly agreed otherwise in writing time shall not be of the essence for the performance of the Services.

## 6. **Packaging**

- 6.1 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 such quantities as the Supplier thinks fit and shall not be obliged to comply with any packaging requests or instructions from the Customer unless agreed by the Supplier and the Customer in writing.
- 6.2 Where it is agreed that the Supplier shall package the Goods in a manner requested by the Customer and such packaging is in addition to that normally used by the Supplier, Additional Charges will be payable by the Customer and will appear separately on the invoice, to be payable in accordance with Condition 4 above.

## 7. **Risk and Title**

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer:
- 7.1.1 at the time of delivery in accordance with Condition 7; or
  - 7.1.2 if the Customer wrongfully fails to take delivery of the Goods, in accordance with Condition 7, risk shall pass to the Customer at the time when the Supplier has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods and (where relevant) the performance of the Services, or any other provision of these Conditions, title in the Goods and/or the benefit of the Services shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of:
- 7.2.1 the Price and any Additional Charges; and
  - 7.2.2 all other sums payable by the Customer to the Supplier for which payment is then due.
- 7.3 Until such time as title in the Goods passes to the Customer:
- 7.3.1 the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Supplier's property, but shall be entitled to resell or use the Goods in the ordinary course of its business;
  - 7.3.2 if Goods are 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; and
  - 7.3.3 the Supplier shall be entitled at any time to require the Customer to deliver up the Goods to the Supplier and if the Customer fails to do so forthwith, to enter upon any premises where the Goods are stored and mark identify and repossess the Goods and the Customer grants to the Supplier, its agents, contractors and employees an irrevocable right to enter onto premises for such purposes.
- 7.4 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 Supplier, but if the Customer does so all monies owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

## 8. **Delivery**

- 8.1 The Goods and Services shall be delivered:
- 8.1.1 when they are delivered to the address set out in the Order Acknowledgement or as otherwise agreed between the parties in writing from time to time ("**Delivery Address**");
  - 8.1.2 in the event that the Supplier's carrier is unable to reach the Delivery Address due to there being inadequacies in road surfacing or capacity, at the time when they are delivered to the nearest point at which the Supplier's carrier in its absolute discretion considers it is safe to deliver and unload the Goods; or
  - 8.1.3 where the Supplier is not responsible for delivery; when they are collected by the Customer or its representative from the Supplier's warehouse.
- 8.2 The Supplier shall reasonably endeavour to deliver the Goods and/or Services on the date(s) set out in the Order Acknowledgement or as otherwise agreed between the parties in writing from time to time ("**Anticipated Delivery Date**"), but such Anticipated Delivery Date shall be approximate only and the time of delivery shall not be of the essence.
- 8.3 The Supplier shall have the right to deliver Goods and/or Services ordered in instalments.
- 8.4 In the event that the Supplier is unable for any reason to fulfil any delivery of the Goods and/or Services 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 to deliver any one or more of the instalments on any Anticipated Delivery Date or any claim by the Customer in respect of the Goods and/or Services delivered in any one or more instalments shall not entitle the Customer either to treat the Contract as a whole as repudiated or to reject or refuse to take delivery of any of the Goods and/or Services delivered in any other instalment.

- 8.5 If the Customer fails to take delivery of any Goods and/or accept performance of the Services (otherwise than by reason of the Supplier's fault) or fails to give the Supplier adequate instructions for delivery then, without prejudice to any other right or remedy available to the Supplier, the Supplier may:
- 8.5.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage and redelivery; or
- 8.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the Price and any Additional Charges under the Contract.
- 8.6 The Customer shall accept delivery of the Goods, and shall promptly unload the Goods. For the avoidance of doubt the Supplier's carrier shall not be responsible for unloading the Goods and the Customer shall be charged for wasted time at the Supplier's standard rate and for any other expenses incurred by the Supplier for:
- 8.6.1 any delay in unloading; and/or
- 8.6.2 each repeat delivery where the Supplier's carrier leaves the delivery point and subsequently returns to the delivery point with the Goods,
- as a result of the Customer's inability or unwillingness to accept delivery of the Goods.
- 8.7 If the Customer fails to take delivery of any Services or otherwise prevents the Supplier from performing any Services for any reason the Customer shall indemnify the Supplier against all costs and losses reasonably incurred by the Supplier as a result of the Customers' failure to take delivery of any Goods or accept the performance of any Services for any reason.
- 8.8 The indemnity in clause 8.7 will apply regardless of when the Supplier may have incurred said costs and/or losses that arise or are subsequently realised due to the failure to accept performance of the Services by the Customer.
- 8.9 The Customer shall inspect any frames and glass units which constitute the Goods during unloading and where on such visual inspection the Customer finds any defect or damage to the Goods it shall:
- 8.9.1 notify the Supplier's carrier of the damage or defect;
- 8.9.2 refuse to accept delivery of the Goods; and
- 8.9.3 ensure that the damage or defect is noted on the delivery note provided by the Supplier's carrier
- and the Goods shall be returned to the manufacturer. For the avoidance of doubt, the Supplier shall not be responsible for any damage or defect apparent on visual inspection after the Goods have been unloaded unless it can be shown to the Supplier's reasonable satisfaction that the damage or defect was not caused by Customer and that the damage or defect is attributable to an inherent defect in the Goods.
- 8.10 The Customer shall notify the Supplier in writing of any shortfall of Goods delivered, or any non-delivery of the Goods, within 3 Working Days of delivery or, in the event of non-delivery, of the Anticipated Delivery Date. The Supplier shall be entitled to make good any shortage or non delivery of the Goods.
- 8.11 Upon delivery to the address in Condition 8.1 all persons present at such address shall have authority to sign the delivery note tendered by the Supplier or the Supplier's carrier which once signed shall be conclusive evidence that delivery was made.

## **9. Supplier Warranties and Liability**

- 9.1 The Supplier warrants that the Goods and/or Services will, on delivery, conform to the Specification. The Supplier is not liable if the Goods and/or Services conform to the Specification but are in any way unsuitable for the proposed use by the Customer, notwithstanding that the Customer may have supplied details of the proposed use of the Goods or Services prior to the Contract being made. The Supplier also has no liability to ensure that the Specification conforms to any of the Customer's own designs, drawings, specifications or other requirements.
- 9.2 Upon the passing of title in the Goods in accordance with Condition 7.2 the Supplier shall reasonably endeavour to transfer the benefit of any warranty or guarantee given by the manufacturer of the Goods to the Buyer.
- 9.3 The Supplier warrants to the Customer that the Services will be supplied with reasonable care and skill.
- 9.4 Subject to the Conditions set out below the Supplier warrants that the Goods and Services will comply with any warranty provided by the Supplier in writing on delivery of the Goods and Services.
- 9.5 Subject as expressly provided in these Conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, the Supplier makes no warranty as to the fitness of the Goods and/or Services for any particular purpose even if that purpose is stated in the Customer's Order. This exclusion includes recommendations or advice from the Supplier to the Customer relating to a specific enquiry. The Customer must satisfy itself as to the suitability and fitness of the Goods and/or Services for the purpose for which the Goods and/or Services are intended to be put.
- 9.6 The Supplier shall not be liable for a breach of the warranties in Conditions 9.1 or 9.4 unless:
- 9.6.1 the Customer gives written notice of the defect to the Supplier and (in the case of Goods) if the defect is as a result of damage in transit to the Supplier's carrier within 7 Working Days of receipt specifying the order number, details of the defect and delivery date. In the event of a defect which is not apparent on delivery the Customer shall inform the Supplier of such defect as soon as possible and in any event no later than 3 Working Days following discovery; and
- 9.6.2 the Supplier is given a reasonable opportunity after receiving the notice of examining the Goods and the Customer complies with any request from the Supplier to return Goods to the Supplier's place of business at the Supplier's cost for examination to take place there.
- 9.7 The Supplier shall not be liable for breach of warranties under Conditions 9.1 or 9.4 if:
- 9.7.1 the defect is expressly excluded in the Supplier's warranty;
- 9.7.2 the defect is to a glass unit or frame which is apparent on visual inspection and the Customer has failed to comply with Condition 8.7; or
- 9.7.3 the defect arises because the Customer has failed to follow the Supplier and/or the manufacturer's instructions (whether oral or in writing) as to the storage, installation, commissioning, proper use and maintenance of the Goods; or
- 9.7.4 the Customer alters or repairs the Goods without the written consent of the Supplier.
- 9.8 Where any valid claim in respect of the Goods is made by the Customer the Supplier shall be entitled at its option to:
- 9.8.1 replace, or repair or correct the Goods (or the part in question) found not to conform to warranty. For the avoidance of doubt, unless agreed in writing, the Supplier shall not be responsible for the costs of removing or installing any Goods repaired or replaced under this Condition 9.8.1; or

- 9.8.2 at the Supplier's sole discretion, refund to the Customer the Price (or a proportionate part of the Price) of the relevant part of the Goods found not to conform to warranty
- and subject to Conditions 9.8 and 9.9 the Supplier shall have no further liability to the Customer.
- 9.9 Subject to Conditions 9.8 and 9.10 the Supplier's liability in connection with the sale of Goods and/or Services shall be as follows:
- 9.9.1 in respect of any loss of profits, loss of business, loss of goodwill, loss of anticipated savings, loss of use or for any type of consequential, special or indirect loss or damage, the Supplier's liability shall be nil; and
- 9.9.2 in respect of all other direct loss (whether in contract, tort or otherwise) the Supplier's liability shall be limited in aggregate to the Price.
- 9.10 Nothing in these Conditions seeks to limit the Supplier's liability for death or personal injury in respect of which the Supplier's liability shall be unlimited.
- 9.11 The limitations on liability in this Condition 9 are reflected in the Price. If the Customer requests any increased level of liability the Supplier shall, where possible, provide a revised Quotation taking into account any increase to the caps on liability requested by the Customer. No variation to this Condition 9 shall be binding unless agreed in writing by a director of the Supplier.
- 9.12 Subject to Condition 9.9 the Supplier shall have no liability under the provisions of these Conditions or otherwise if the Goods have not been paid for by the due date for payment in accordance with Condition 4.4.
- 9.13 Any claim by the Customer under this Condition 9 shall not entitle the Customer to withhold or delay payment in respect of any other Goods and/or Services (or goods and services supplied under any other contract) in respect of which no such claim has been made whether or not those Goods and/or Services form part of the same consignment.

## **10. Termination**

- 10.1 Without prejudice to any other right or remedy available to it, whether under the Contract or otherwise, either party shall be entitled to terminate the Contract with immediate effect if: -
- 10.1.1 the other party makes any voluntary arrangement with its creditors 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 purposes of amalgamation or reconstruction); or
- 10.1.2 an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the other party; or
- 10.1.3 the other party ceases, or threatens to cease, to carry on business; or
- 10.1.4 it reasonably apprehends that any of the events mentioned above is about to occur in relation to the other party and notifies the other party accordingly.
- 10.2 Without prejudice to any other right or remedy available to it, whether under the Contract or otherwise, the Supplier may terminate the Contract at any time by written notice to the Customer if the Customer has not paid the Price (or part thereof) or any Additional Charges and such amount remains outstanding for 30 days.
- 10.3 On termination for any reason:
- 10.3.1 the Customer shall immediately pay to the Supplier all outstanding invoices and interest and, in respect of any part of the Price or Additional Charges payable by the Customer but for which no invoice has been submitted, the Supplier may submit an invoice which shall be payable immediately on receipt; and
- 10.3.2 the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

## **11. Intellectual Property Rights**

- 11.1 The Customer acknowledges that the Supplier is the owner or licensee of the Intellectual Property Rights in the Goods and/or Services. The Customer further acknowledges that the Intellectual Property Rights supplied by the Supplier for the purposes of the Contract shall remain vested at all times in the Supplier and the Customer agrees that it will not assert ownership of the Intellectual Property Rights against the Supplier.
- 11.2 The Supplier grants to the Customer a non-exclusive, royalty free licence to use the Intellectual Property Rights in the Goods only to the extent necessary to enable the Customer to use the Goods.

## **12. Force Majeure**

- 12.1 The Supplier shall not be liable to the Customer or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract, if the delay or failure was due to any cause beyond the Supplier's reasonable control such as (but without limitation) any strike, 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 direction, accident, breakdown of plant or machinery, fire, flood, storm or default of supplier or sub-contractors.

## **13. Third Party Rights**

- 13.1 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **14. Notice**

- 14.1 Notice given under the Contract shall be in writing to that other party to the address, e-mail address or fax number provided in the Order Acknowledgement, or such other address, e-mail address or fax number as the relevant party may notify to the other party. Notices sent by first class post shall be deemed served on the next Working Day following posting where the notice is sent and received within the United Kingdom, or 7 Working Days following posting where the notice is sent and/or received outside of the United Kingdom. Any notice delivered personally shall be deemed served at the time of personal delivery, provided that the same occurs on a Working Day. Any notice sent by fax or e-mail shall be deemed served at the time of transmission provided that the same occurs on a Working Day and between the hours of 9:00a.m. to 5:00p.m. Greenwich Mean Time, and if it does not shall be deemed served on the next Working Day. To prove service it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party, by e-mail to the address of the party or in the case of post, that the envelope containing the notice was properly addressed and posted

## **15. Variation**

15.1 These Conditions may not be varied or amended unless agreed in writing by the parties and signed by a director of the Supplier.

15.2 No collateral or supplemental contract may be made or construed unless confirmed in writing by a director of the Supplier.

**16. Entire Agreement**

16.1 Each Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement or understanding between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

**17. No Partnership or Agency**

17.1 This Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these Conditions. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

**18. Assignment, transfer and sub-contracting**

18.1 This Contract is personal to the Customer. The Customer shall not be entitled to assign or transfer the Contract or any part of it without the prior written consent of the Supplier.

18.2 The Supplier may assign, novate, sub-contract or otherwise dispose of any part of this Contract without obtaining the prior written consent of the Customer, only for the purposes of completing any part or parts of an Order placed by the Customer.

18.3 In all cases the Supplier shall be liable to the Customer for the acts or omissions of any subcontractor so appointed as if they were the acts and omissions of the Supplier.

**19. Severance**

19.1 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 effect.

**20. Waiver**

20.1 No waiver or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

**21. Law and Jurisdiction**

21.1 The Contract shall be governed by the laws of England, and the parties agree to submit to the exclusive jurisdiction of the English courts.

**22. Cumulative Remedies**

22.1 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.