Reflex Plus Ltd

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these Conditions:

Customer means the party who purchases the Goods and/or Services from the Supplier;

Confidential Information means technical or commercial know-how, trade secrets, specifications, designs, drawings, plans, inventions and processes;

Contract means any contract between the Supplier and the Customer for the sale and purchase of the Goods and/or Services incorporating these Conditions;

Delivery Point means the Customer's place of business or such other place as the Supplier and the Customer shall agree in writing;

Force Majeure Event has the meaning given to it in Condition 18.1;

Goods means any goods agreed in the Contract or purchase order to be supplied to the Customer by the Supplier (including any part or parts of them);

Goods Specification means any specification for the Goods, including any relevant designs or drawings, that is agreed in writing by the Customer and the Supplier;

Insolvency Event means:

(i) a party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(ii) a party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

Intellectual Property Rights means:

all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Order means the Customer's acceptance of the Supplier's quotation, or order for the supply of Goods and/or Services, as set out in any order form, purchase order, specification or other form received by the Supplier.

Supplier means the company specified in the quotation and/or in the supplier's written acceptance of an Order;

Services means any services provided by the Supplier to the Customer in conjunction with the sale and purchase of Goods under any contract incorporating these Conditions, including, but not limited to drawings, designs and specifications produced by or on behalf of the Supplier;

Working Day means any day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

1.2 In these Conditions:

1.2.1 references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.2.2 any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3 the headings contained in these Conditions are for convenience of reference only and shall not affect the construction or interpretation of these Conditions.

2. SUPPLIER'S CONDITIONS OF SALE APPLY

2.1 These Conditions shall apply to and govern any Contract between the Supplier and the Customer and shall prevail over any terms issued by the Customer to the exclusion of any other conditions of sale and/or purchase including but not limited to terms or conditions contained on or in any order form, letter, purchase order, confirmation of order, specification, receipt, acknowledgement, or other document or verbal or written communication emanating from the Customer.

2.2 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.3 For the avoidance of doubt, these Conditions shall not be construed as creating a joint venture, partnership or the like between the Customer and the Supplier.

2.4 In the event that there is a conflict between the terms of these Conditions and/or the Order and the

Supplier's acknowledgement of the Order, the Order and/or the Supplier's acknowledgement shall prevail over these Conditions, provided always that any such term that conflicts with Condition 2.1 hereof shall not prevail.

2.5 In the event that there is a conflict between the Order and the Supplier's acknowledgement of that Order, the Supplier's acknowledgement shall prevail.

3. BASIS OF CONTRACT

3.1 Each Order that is received by the Supplier shall be deemed to be an offer by the Customer to purchase Goods and/or Services from the Supplier subject to these Conditions.

3.2 No Order placed by the Customer shall be deemed to be accepted by the Supplier until an acceptance of the Order is given by the Supplier, either in writing or verbally, or (if earlier) the Supplier delivers the Goods to the Customer or performs the Services at which point and on which date the Contract shall come into existence. Each Order which is accepted in accordance with this Condition 3.2 shall be a separate Contract.

3.3 The Customer shall not be entitled to cancel a Contract except with the agreement in writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all loss, including loss of profit, cost, damages, charges and expenses incurred by the Supplier as a result of cancellation.

3.4 Any price quotation given by the Supplier shall not constitute an offer for sale capable of acceptance by the Customer, and will not make any representation that the Goods and/or Services referred to in the quotation shall be available for sale.

4. PRICES

4.1 All price quotations are calculated from costs available to the Supplier at the date of such quotation and include delivery, unless otherwise agreed in writing, but are exclusive of VAT and, in the case of palletised deliveries, those charges which may be payable in terms of Condition 9.12, for which the Customer is additionally liable.

4.2 Any price quotation provided by the Supplier shall not constitute an offer and shall be valid for a period of thirty days only or for such other period of time as agreed in writing by the Customer and the Supplier.

4.3 If there is an increase in such costs to the Supplier including, but not limited to foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials and other manufacturing costs between the date of quotation and the date of acceptance of the date of quotation and the date of acceptance of the Order, then the Supplier may increase the quoted price accordingly by giving written notice to the Customer of such increase.

4.4 All preliminary work carried out at the Customer's request, whether experimentally or otherwise, shall be charged unless agreed otherwise in writing.

4.5 Proofs of all work may be submitted for the Customer's approval and the Supplier shall incur no liability for any errors not corrected by the Customer irrespective of whether the proofs were supplied physically or electronically.

4.6 Where proofs are provided by the Supplier to the Customer, any Customer's alterations and additional proofs necessitated thereby shall be charged extra.

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

5. QUALITY, DESCRIPTION AND SPECIFICATION

5.1 The Supplier warrants that on delivery the Goods shall conform in all material respects with their description and any applicable Goods Specification and where confirmed in writing, the Goods may be provided with a guarantee subject to Condition 5.4.

5.2 The Supplier warrants that the Services shall be performed with due skill and care in accordance with good industry practice and any applicable accreditations.

5.3 Subject to Condition 5.4, if:

5.3.1 the Customer gives notice in writing within three Working Days of delivery that some or all of the Goods and/or Services do not comply with the warranty or any guarantee set out in Conditions 5.1 or 5.2 (as appropriate);

5.3.2 the Supplier is given a reasonable opportunity of examining such Goods and/or Services; and

5.3.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace the defective Goods or re-perform the Services, or refund the price of the defective Goods and/or Services in full. The Supplier shall have no further liability to the Customer with respect to any non-compliance with this Condition 5.

5.4 The Supplier shall not be liable for the Goods' and/or Services' failure to comply with the warranty or any guarantee in Conditions 5.1 and 5.2 (as appropriate) if:

5.4.1 the Customer makes any further use of such Goods and/or Services after giving a notice in accordance with Condition 5.3.1;

5.4.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

5.4.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by or on behalf of the Customer;

5.4.4 the Customer alters or repairs such Goods without the written consent of the Supplier;

5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions caused by the Customer;

5.4.6 the Services differ from their description or the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.5 Proofs of work for printed items may be prepared by the Supplier and submitted to the Customer for approval. The Supplier shall incur no liability for any errors in such proofs not corrected by the Customer in proofs so submitted.

5.6 Where the Goods consist of printed items, alterations from the original copy on or after the first proof, including alterations in style will be charged as an extra expense at the Supplier's standard rates, which the Customer shall pay in addition to the price for the Goods unless agreed otherwise in writing.

5.7 The Supplier shall not be required to print any matter which in its opinion is or may be of an illegal or libelous nature. The Supplier shall be indemnified by the Customer in respect of any claims, costs (including reasonable legal fees), expenses, damages and losses arising out of any libelous matter.

6. THE CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

6.1.1 ensure that the terms of each Order and the Goods Specification are complete and accurate;

6.1.2 co-operate with the Supplier in all matters relating to the supply of the Goods and/or Services under the Contract;

6.1.3 provide the Supplier with such information and materials as the Supplier may reasonably require to perform its obligations under the Contract and ensure that such information is accurate in all material respects;

6.1.4 to the extent necessary, prepare the Delivery Point for the delivery of the Goods; and

6.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and/or Services before the date on which the Goods are ordered and/or the Services are to commence.

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

6.2.1 the Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Contract until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations; and

6.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations.

7. HEALTH, SAFETY AND DELICATE SUBSTANCES

7.1 In so far as the Supplier is under a duty pursuant to Section 6 of the Health & Safety at Work Act 1974 in respect of the design, manufacture and supply of an article for use at work, the Customer shall be deemed to have been afforded by the Supplier reasonable opportunity for the testing and examination of a sample of Goods or materials prior to the delivery to the Customer in respect of their safety and any risk to health. The Customer shall also be deemed to have been afforded by the Supplier adequate information about the Goods and materials in respect of the use for which they are designed and have been tested and of any conditions necessary to ensure that when put to use they will be safe and without risk to health whether or not the said information has been requested by the Customer. The Supplier shall bear no responsibility or liability for any such risk, and the Customer agrees to indemnify the Supplier and keep the Supplier indemnified fully against any and all liability, losses, costs, claims and expenses arising directly or indirectly from any such articles, Goods or materials.

7.2 Where the Goods supplied consist of containers, wrappers or other articles intended for use in connection with any food, drug or substance of a volatile or delicate nature, the Customer shall satisfy himself that such food, drug or other substance is not or is not likely to be affected by any material used by the Supplier in the manufacturing of or printing of such containers, wrappers or other articles. The Supplier shall not be liable to the Customer in respect of any claim alleging that such food, drug or other substance has been adversely affected by the Goods and the Customer shall indemnify and keep indemnified fully the Supplier from and against any and all liability, losses, costs, expenses and claims by third parties in respect of any claim that any such food, drug or other substance has been adversely affected and caused the third party loss, damage or expense.

8. INTELLECTUAL PROPERTY

8.1 The Customer shall indemnify the Supplier against all claims for infringement or alleged infringement of a third party's Intellectual Property Rights and all liabilities, costs (including reasonable legal fees), expenses damages and losses suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply of Goods and/or the Services in accordance with the Customer's designs, plans and/or specifications.

8.2 The Intellectual Property Rights in all drawings and designs produced by or on behalf of the Supplier in connection with the Contract shall remain the exclusive property of the Supplier.

8.3 The Customer shall not reproduce any drawings or designs produced by or on behalf of the Supplier in connection with the Contract, whether in whole or in part, and articles must not be made to any such drawings or designs by the Customer or on the Customer's behalf by any third party, without the express prior written consent of the Supplier.

8.4 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses suffered or incurred by the Supplier arising out of or in connection with any breach of Conditions 8.2 to 8.3 (inclusive).

8.5 The Supplier reserves the right to amend the Goods if required by any applicable statutory or regulatory requirements.

9. DELIVERY

9.1 Unless otherwise agreed in writing by the Supplier

the Goods shall be delivered, carriage paid, to the Delivery Point and the Customer shall be bound to accept the Goods.

9.2 If the Customer fails to take delivery at the time required by the Contract, the Supplier shall be entitled, without prejudice to any other rights it may have whether under these Conditions or otherwise to invoice the Customer for the Goods whereupon payment in full shall become due forthwith, or to treat the Contract as at an end and to resell the Goods (and in either case to charge at rates giving an economic return for the handling and storage of Goods from the invoice date to the eventual date of delivery to the Customer or disposal elsewhere (as the case may be)).

9.3 The Customer shall be liable to pay any premium in respect of the insurance of such Goods from the date of delivery.

9.4 If Goods are contracted to be delivered by instalments, late delivery or non-delivery of one instalment shall not entitle the Customer to reject any other instalment under the Contract.

9.5 The Supplier will endeavor to deliver the correct quantity of Goods ordered by the Customer, but if the Supplier delivers to the Customer a quantity of Goods of up to 10% more or less than that ordered by the Customer, the Customer shall not be entitled to reject the Goods or any of them by reason of the surplus or shortfall, and charges for such Goods shall be made on the basis of the quantities supplied, unless agreed otherwise in writing.

9.6 Time of delivery and time of performance of the Services shall not be of the essence of the Contract. The Supplier shall use all reasonable endeavours to deliver the Goods to the Customer and/or perform the Services in accordance with any date agreed in writing with the Customer. Any agreed delivery date or any date of delivery given by the Supplier to the Customer shall be an estimate only.

9.7 Any delay in delivering the Goods or performing the Services shall not entitle the Customer to terminate or rescind the Contract.

9.8 If the Goods are delivered to the Delivery Point before any agreed or estimated delivery date, the Customer shall be bound to accept delivery of the Goods.

9.9 The Customer will provide, at its own expense at the Delivery Point, adequate and appropriate equipment and manual labour for unloading the Goods.

9.10 The quantity of any consignment of Goods as recorded by the Supplier upon dispatch from the Supplier's place of business shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can prove otherwise.

9.11 Any liability of the Supplier for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

9.12 Where palletised deliveries are requested or necessary, pallets and other packaging and delivery materials may be charged as an extra expense at the Supplier's standard rates, which the Customer shall pay in addition to the price for the Goods.

9.13 The means of transportation used by the Supplier to affect delivery to the Customer shall be in accordance with any applicable accreditations and otherwise wholly and entirely within the discretion of the Supplier.

9.14 The Supplier may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

9.15 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

10. RISK

All Goods shall be at the Customer's risk from when delivery takes place at the Delivery Point in accordance with Condition 9.1 above or, if the Customer fails to take delivery of the Goods or delivery is prevented by an act or omission of the Customer, the time when the Supplier has tendered delivery of the Goods.

11. RETENTION OF TITLE

11.1 Goods shall remain the property of the Supplier as legal and equitable owner until payment of all sums due to the Supplier from the Customer on any account have been received in full by the Supplier in cleared funds.

11.2 Until the property in the Goods is vested in the Customer, in accordance with Condition 11.1 above, the Customer shall not pledge and shall store separately and mark the Goods (at no cost to the Supplier) so that they are readily identifiable as the property of the Supplier and shall hold the Goods on a fiduciary basis as agent for the Supplier.

11.3 Until otherwise notified by the Supplier pursuant to Condition 11.4 Below, or until the happening of an Insolvency Event:

11.3.1 the Customer may use the Goods in the normal course of its business;

11.3.2 the Customer may sell the Goods in the ordinary course of its business, in which event the Customer shall hold the proceeds of the sale upon trust for the Supplier and if within thirty days of such sale the Customer has not received the proceeds of such sale the Customer will, if requested to do so in writing, assign to the Supplier all rights it may have against the purchaser of such Goods; and

11.3.3 the Customer shall maintain the Goods in a satisfactory and saleable condition, and at the Customer's own expense insure the Goods for their full market price against all risks to the reasonable satisfaction of the Supplier, to whom the Customer shall on request exhibit documentary evidence of such insurance within three Working Days of the request having been made by the Supplier.

11.4 At any time before title to the Goods passes to the Customer, the Supplier may:

11.4.1 by notice in writing, terminate the Customer's right under Conditions 11.3.1 and 11.3.2 to resell the Goods or use them in the ordinary course of its business; and

11.4.2 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

12. PAYMENT

12.1 Each invoice issued by the Supplier to the Customer shall be in Pounds Sterling (£) unless otherwise agreed in writing between the Customer and the Supplier.

12.2 Time of payment shall be of the essence of the Contract. Unless otherwise agreed in writing by the Supplier, all sums due to the Supplier shall be paid within 30 days of the date of the invoice.

12.3 If the Customer does not pay the whole sums due, on the due date, the Supplier may:

12.3.1 suspend delivery of Goods and/or the performance of the Services under all or any of the Contracts with the Customer (in the Supplier's sole discretion); and/or

12.3.2 charge interest at the rate of four percent (4%) per annum over the base rate from time to time of The Bank of England on any overdue account, accruing on a daily basis, from the day following that on which payment was due until payment by way of cleared funds has been received in full.

12.4 No payment shall be deemed to have been received until the Supplier has received cleared funds.

12.5 All payments payable to the Supplier under the Contract shall become due immediately upon termination of this Contract despite any other provision.

12.6 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless:

12.6.1 the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Customer; or

12.6.2 the Supplier has consented to such a deduction in writing.

12.7 The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

12.8 The Supplier shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Supplier.

13. TERMINATION

13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

13.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within twenty (20) Working Days after receipt of notice in writing of the breach; or

13.1.2 the other party suffers an Insolvency Event.

13.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract:

13.2.1 by giving the Customer one month's written notice;

13.2.2 with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if:

13.3.1 the Customer fails to pay any amount due under this Contract on the due date for payment; or

13.3.2 the Customer becomes subject to, or the Supplier reasonably believes that the Customer is about to become subject to, an Insolvency Event.

13.4 On termination of the Contract for any reason:

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

13.4.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.4.3 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

14. CONFIDENTIALITY

14.1 A party (the Receiving Party) shall keep in strict confidence all Confidential Information that has been disclosed to the Receiving Party by the other party (the Disclosing Party), its employees, agents or subcontractors, and any other Confidential Information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.

14.2 The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Condition 14 shall survive termination of the Contract for a period of 3 years following the agreed termination date.

15. LIMITATION OF SUPPLIER'S LIABILITY

15.1 Nothing in these conditions excludes or limits the liability of the Supplier:

15.1.1 for death or personal injury caused by the Supplier's negligence, or the negligence of its employees, agents or subcontractors;

15.1.2 for fraud;

15.1.3 for breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); and

15.1.4 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability.

15.2 The terms implied by sections 12 to 14 of the Sale

of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

15.3 The Supplier shall not be liable for any loss incurred by the Customer or in respect of any claim by the Customer for provision of Goods and/or Services under an Order which contains inaccurate terms or specifications.

15.4 Except as provided for in Condition 15.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss or damage whenever or howsoever arising under or in connection with the Contract, including without limitation loss of profit, loss of revenue, economic loss, depletion of goodwill and pecuniary loss of any kind whatsoever.

15.5 Without prejudice to the generality of Condition 15.4, any implied term, condition or warranty statutory or otherwise as to the quality of the Goods sold or their fitness for any particular purpose or as to their correspondence with any description or sample is hereby excluded to the fullest extent permitted by law.

15.6 The Supplier shall not be bound by any statement, promise, warranty or representation given by or made on its behalf unless specifically stated in writing and expressly signed stating it is to be incorporated in the Contract.

15.7 Subject to Condition 15.1, the Supplier shall be under no liability if the Goods and/or the Services are not paid for by the due date.

15.8 In any event, the Supplier's entire liability shall be limited to the price actually paid by the Customer under the Contract.

15.9 This Condition 15 shall survive termination of the Contract.

16. ASSIGNMENT

16.1 The Customer shall not be entitled to assign any Contract or any part of any Contract without the express prior written consent of the Supplier.

16.2 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party and shall be entitled to perform any obligation under a Contract through its subsidiary, holding company or a subsidiary of such holding company.

17. WAIVER

17.1 Failure or delay by any party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

17.2 Any waiver by a party of any breach of, or any default under, any provision of the Contract by the other party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

18. FORCE MAJEURE

18.1 For the purposes of this contract a force majeure event (Force Majeure Event) means an event beyond the reasonable control of the Supplier including but not limited to acts of God, war, riot, protests, civil commotion, governmental actions, national emergency, pandemic, acts of terrorism, malicious damage to plant machinery or equipment, disruption to or failure of a utility service or transport network, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, default of suppliers or subcontractors, extreme and/or adverse weather conditions, trade restrictions or embargos.

18.2 The Supplier reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to one or more Force Majeure Events.

18.3 Provided that, if the Force Majeure Event in question continues for a continuous period in excess of 45 days, the Customer shall be entitled to give notice in writing to the Supplier to terminate the Contract.

19. DISPUTE RESOLUTION AND CONDUCT OF CLAIMS

19.1 In the event of a dispute or difference arising between the Parties including, without limitation, the existence, construction, validity, performance and termination of the Contract; or where notice of a claim has been given in accordance with these Conditions **(Dispute)**, the matter shall be referred by either party to representatives of each party with authority to settle the Dispute, who shall attempt to resolve the Dispute within 14 days of referral.

19.2 If the Dispute remains unresolved after 14 days, the parties shall be referred to directors (or equivalent) or the parties, who shall attempt to resolve the dispute within 14 days of referral (or such number of days as the parties may agree in writing).

19.3 Notwithstanding Conditions 19.1 and 19.2, the Supplier shall at any time at its sole option have the right to refer any Dispute to any court with competent jurisdiction, which courts shall have exclusive jurisdiction in relation to the Dispute.

20. NOTICES

20.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office or its principal place of business as shall be set out in any document that forms part of this Contract or shall be notified to the other party, or sent by email to the other party's email address, as shall be set out in any document that forms part of this Contract or shall be notified to the other party.

20.2 Any notice or other communication shall be deemed to have been duly received:

20.2.1 if delivered personally, when left at such addressor;

20.2.2 if sent by prepaid first-class post or recorded delivery, at 10:00 am on the second

Working Day after posting;

20.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

20.2.4 if sent by email prior to 4pm, at the time of transmission and otherwise on the next Working Day.

20.3 This Condition 20.3 shall not apply to the service of any proceedings or other documents in any legal action.

21. VARIATION

21.1 The Supplier reserves the right to update these Conditions from time to time. Any revised or updated versions of these Conditions shall only apply to Orders placed by the Customer on or after the date on which written notice of the revised or updated Conditions has been communicated by the Supplier to the Customer.

21.2 Should the Customer make a request for these Conditions to be varied, any variation of these Conditions shall only be effective if expressly agreed by the Supplier in writing and signed by an individual who has authority to contract on behalf of the Supplier.

22. SEVERABILITY

22.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

22.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

23. SEPARATE REMEDIES

Each right or remedy of the Parties under the Contract is without prejudice to any other right or remedy of the Parties whether under the Contract or otherwise.

24. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under or in connection with it.

25. GOVERNING LAW AND JURISDICTION

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.