Terms & Conditions

The customer's attention is drawn in particular to the provisions of clause 3.2 (third party intellectual property indemnity) and 13 (limitation of liability).

Background
The Supplier has agreed to provide and the Customer agreed to purchase the Goods upon the terms set out in these Terms and Conditions.

1 | Interpretation

1.1 Definitions
In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Carriage: delivery of the Goods by courier or other suitable means of delivery service as determined by the Supplier.
Conditions: the terms and conditions set out in this document as amended from time to time.
Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer: the individual person, company or business who purchases the Goods from the Supplier.
Force Majeure Event: has the meaning given in clause 14.
Customer Materials: any designs, drawings, artwork, illustrations, reference documents, specifications or other such documentation provided by the Customer to the Supplier.
Goods: the goods (or any part of them) set out in the Order.
INCO terms: shall mean the INCOTERMS 2020, as amended from time to time.
Intellectual Property Rights: all copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights.
Order: the Customer's order for the Goods, communicated as follows
In order to place an Order for Goods with the Supplier, the Customer should use the following methods:

(a) Telephone the Supplier: on +44 (0) 1206 224466;

(b) Email the Supplier at the email address of: sales@brandartuk.com;

(c) Post to the Supplier at the postal address of: Studio House, Heckworth Close, Colchester, Essex, CO4 9TB.

Price List: the Supplier's list of prices in relation to the Goods as set out on the Website, as may be updated from time to time.

Specification: any specification for the Goods, including any related plans and drawings, that is specified and agreed between the Customer and the Supplier.

Supplier: BrandArt Limited, registered in England and Wales with company number 07550063, whose registered office is Studio House, Heckworth Close, Colchester, Essex, CO4 9TB.

Website: www.brandartuk.com

2 | Basis of contract

2.1 These Conditions apply to any contract for the supply of Goods by the Supplier to any Customer, to the exclusion of any terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. Where the Supplier has agreed to hold Goods on behalf of the Customer, separate contract stock terms shall apply.

3 | Goods

3.1 The Goods and product descriptions of the Goods produced and provided by the Supplier are set out and described in the BrandArt catalogue on the Website (as updated from time to time). Any images of the Goods (in the catalogue, on the Website or elsewhere) are for illustrative purposes only.

3.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs and other reasonable professional costs and expenses) 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 Supplier's use of the Customer Materials. This clause 3.2 shall survive termination of the Contract.

3.3 No Order which has been accepted by the Supplier may be cancelled

or amended by the Customer, except with the agreement in writing of the Supplier 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 or amendment.

3.4 The Supplier reserves the right to refuse to print or produce any artworks, items, Goods or otherwise which, in the sole discretion of the Supplier, are considered as offensive, illegal or of an obscene nature.

4 | Artwork

4.1 In the case of bespoke Goods or an order for Goods from the Customer with a required specification, the Customer will need to provide the Supplier with suitable artwork, illustrations and other designs, as detailed in the remainder of this clause, so as to enable the Supplier to produce the required Goods.

4.2 When placing an Order and sending the required artwork for replication by the Supplier in relation to the Goods, the requisite method of sending such artwork shall be electronically via email to your designated account manager.

4.3 With regards the formats that prospective artwork should be sent in to achieve the desired results, the following guidelines should be followed:

(a) Files should be sent as Illustrator AI, EPS or PDF files (minimum 300 dpi);

(b) all images should be saved by the Customer at least 100% of final required size;

(c) Customer should also ensure all text has been outlined and all imagery embedded.

5 | Artwork approval

5.1 The Supplier will provide the Customer with a PDF document containing the artwork to be applied to the Goods (the 'Artwork Approval PDF') for approval by the Customer.

5.2 If approved, the Customer shall sign, date and return the Artwork Approval PDF to the Supplier (the 'Signed Artwork Approval PDF').

5.3 In the event that the Customer is dissatisfied with the Artwork Approval PDF and wishes amendments to be made by the Supplier, the Supplier shall make reasonable amendments to the Artwork Approval PDF

(provided always that any amendments will be contingent upon the Customer providing its comments on the Artwork Approval PDF promptly). If after two sets of comments and amendments, the Customer is still dissatisfied with the Artwork Approval PDF, the Supplier shall be entitled to charge the customer a reasonable fee for any ongoing design work.

5.4 Once the Signed Artwork Approval PDF is received by the Supplier, this cannot be altered or amended by the Customer unless agreed expressly in writing by the Supplier 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 such alteration(s).

5.5 The Supplier shall not be required to provide the Goods to the Customer unless a Signed Artwork Approval PDF is received by the Customer, unless otherwise agreed in writing between the parties.

5.6 The Supplier cannot guarantee that the Customer's device accurately displays the colours of the Goods and/or Artwork Approval PDF. The Goods may therefore vary slightly in person when compared with any images provided.

5.7 The Customer is responsible for ensuring that the Artwork Approval PDF meets its requirements and the Specification, and the Supplier shall have no responsibility or liability to the Customer in respect of Goods that do not comply with the Specification where the Goods were provided in accordance with a Signed Artwork Approval PDF.

5.8 The Customer shall not (without the Supplier's written consent) use the Artwork Approval PDF and Signed Artwork Approval PDF for any other purposes other than for the supply of Goods in accordance with this Contract.

6 | Samples

6.1 The Supplier may provide a sample (or samples) of the Goods. The Supplier may charge a reasonable fee for the samples.

6.2 The Customer must notify the Supplier within a reasonable time of receipt of the samples (and in any event within 30 days) of any issues with the sample or changes that it wishes to make to the Artwork Approval PDF. If no notice is received by the Supplier, the sample shall be deemed accepted.

6.3 The Customer is responsible for ensuring that the sample meets its requirements and the Specification, and the Supplier shall have

no responsibility or liability for Goods that do not comply with the Specification where the Goods were produced in accordance with a sample that was accepted by the Customer.

7 | Price and payment

7.1 Any quotes provided by the Supplier to the Customer shall be valid for the period (or until the date) set out within the quote, or where no time period is provided, the quote shall be valid for a period of 30 days only.

7.2 The price of the Goods shall normally be the price as set out in the Price List of the Supplier or otherwise confirmed in the Order.

7.3 Prices listed in the Price List are subject to change by the Supplier without notice and are only confirmed on the placing of an Order.

7.4 Prior to placing an Order, it is the responsibility of the Customer to confirm with the Supplier the price of the Goods.

7.5 The prices detailed in the Price List do not include any sales or tax levies which are imposed or charged by any competent, fiscal authority in respect of Goods.

7.6 The Supplier may, by giving notice to the Customer at any time up to 14 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.7 The price of the Goods is exclusive of the costs and charges of packaging, carriage, insurance and transport of the Goods, which shall be invoiced to the Customer. Where possible charges will be advised in advance.

7.8 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.9 Acceptable payment methods include debit/credit card, BACS or bank transfer.

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

7.11 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice, unless specific terms in relation to payment have been agreed in writing by the Parties (the 'Due Date'). Payment shall be made to a bank account nominated in writing by the Supplier. Time of payment is of the essence.

7.12 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the Due Date, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum (increasing by 4% per year that the payment remains outstanding) above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.13 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counter-claim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7.14 All payments payable under the Contract shall become due immediately on its termination, despite any other provision.

8 | Delivery and non-delivery

8.1 The Supplier shall ensure that:

(a) reasonable endeavours are used to notify the Customer as soon as the Goods are ready for delivery;

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(c) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials

available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

8.2 The Supplier shall deliver the Goods to the location as set out in the Order or such other location as the parties may agree (the `Delivery Location') at any time after the Supplier notifies the Customer that the Goods are ready.

8.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location and evidence of delivery shall be by way of a delivery note provided with the delivery of the Goods.

8.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

8.5 The Supplier shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation: pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Supplier's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract.

8.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

8.7 If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready for delivery; and

(b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

8.8 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

8.9 Whilst every effort is made by the Supplier to produce the stipulated quantity of Goods ordered, the Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 10% more or less than the quantity of Goods ordered.

8.10 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

9 | Quality of goods

9.1 The Supplier warrants that on delivery the Goods shall:

(a) conform with their description and Specification;

(b) be free from material defects in design, material and workmanship;

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

9.2 Subject to clause 9.3, if:

(a) on delivery, any of the Goods are defective in any material respect, including if any designs do not conform with their description or Signed Artwork Approval PDF, and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" and the Customer gives written notice of such defect to the Supplier within 2 Business Days of such delivery;

(b) for any defects that would not have been noticeable on a reasonable inspection of the goods, the Customer gives written notice to the Supplier within 30 days of delivery of the Goods do not comply with the warranty set out in clause 9.1;

(c) the Supplier is satisfied that the Goods were subject to defects of quality or condition which would not be apparent on inspection;

(d) the Supplier is given a reasonable opportunity of examining such Goods; and

(e) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its sole discretion, repair or replace the defective Goods, or refund or credit the price of the defective Goods.

9.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 9.1 in any of the following events:

(a) the Customer makes any further use of such Goods after giving notice in accordance with clause 9.2;

(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage or use of the Goods;

(c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

(d) the Customer misuses, alters or repairs such Goods without the written consent of the Supplier;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or any act or omission on the part of the Customer, it's employees, agents or any third party; or

(f) the Goods differ from their description or Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

9.4 The Customer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory handling and is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority. The Customer will indemnify the Supplier against any liability, loss or damage the Supplier might suffer as a result of the Customer's failure to comply with this condition.

9.5 Except as provided in this clause 9, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 9.1.

9.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

10 | Title and risk

10.1 The risk of damage to and loss of the Goods shall pass to the Customer on completion of delivery (or where INCOterms are used, in accordance with the INCOterms set out in the Order).

10.2 Legal and beneficial title to the Goods shall not pass to the Customer and shall remain as the property of the Supplier until the Supplier has received payment in full from the Customer (in cleared funds) for:

(a) the Goods; and

(b) any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

10.3 Until payment has been made by the Customer to the Supplier and title to the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as the Supplier's bailee;

(b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.2; and

(f) give the Supplier such information relating to the Goods as the Supplier may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

10.4 In the event that the Customer sells or transfers the Goods to a third party before legal and beneficial title has passed to them under these Conditions, the proceeds of the subsale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other' moneys or funds, and that all moneys held on the Supplier's behalf are identified as such.

10.5 If invoices remain unpaid the Supplier reserves the right to repossess any Goods in which the Supplier retains title, without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of clause 10.3.

10.6 If (before title to the Goods passes to the Customer) the Customer becomes subject to any of the events listed in clause 11.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods 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.

11 | Customer's insolvency or incapacity

11.1 If the Customer becomes subject to any of the events listed in clause **11.2**, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Supplier, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

11.2 For the purposes of clause 11.1, the relevant events are:

(a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(d) (being an individual) the Customer is the subject of a bankruptcy petition or order;

(e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

(g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

(i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2(a)to clause 11.2 (b) (inclusive);

(j) the Customer suspends, threatens to suspends, ceases or threatens to cease to carry on all or substantially the whole of its business;

(k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

(l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

11.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12 | Intellectual property rights and copyright

12.1 Where any Customer Materials form part of the Specification, it is a condition of the Contract that the Customer has the appropriate rights and /or licences to a) use the Intellectual Property Rights in the Customer Materials for the Order, and b) allow the Supplier to use any Intellectual Property Rights in the Customer Materials for the Order. Any Intellectual Property Rights in artwork created by the Supplier's design team:

(a) shall not be for the exclusive use of the Customer (unless otherwise agreed in writing by the parties, and subject to a reasonable fee); and

(b) shall remain the property of the Supplier (or its licensors) and may not be reproduced by the Customer on any product other than those supplied by the Supplier, unless the Supplier has given its written consent for the Customer to use the artwork (a reasonable fee may apply).

12.2 No part of the Supplier's catalogue or Price List may be copied, stored or transmitted in any form without the prior written permission of the Supplier.

12.3 The Supplier may, from time to time, use the Customer's branding, artwork, logos, or trade marks in its marketing material (unless the Customer has notified the Supplier in writing that the Supplier does not have permission to do so).

13 | Limitation of liability

13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;

(d) defective products under the Consumer Protection Act 1987; or

(e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

13.2 Subject to clause 13.1, the Supplier:

(a) shall under no circumstances whatsoever be liable to the Customer (whether in contract, tort (including negligence), misrepresentation, restitution, breach of any statutory duty or otherwise) for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, (whether in contract, tort (including negligence), misrepresentation, restitution, breach of any statutory duty or otherwise), shall in no circumstances exceed £5,000,000.

14 | Force Majeure

The Supplier shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond the Supplier's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

15 | General

15.1 Entire Agreement

(a) The Contract and any documents referred to herein constitute the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it

does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

15.2 Assignment and subcontracting

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

15.3 Notices

(a) Any notice or other communication given to a party under or in connection with any Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.3(a); if sent by prepaid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.4 Severance

(a) If any court or 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 to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) 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.

15.5 Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.6 Third party rights

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

15.5 Variation

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

15.6 Governing Law and Jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.