

STANDARD TERMS AND CONDITIONS OF SALE

1. Definition and Interpretation

1.1. The following definitions and rules of interpretation apply in the contract: “Company” or “Vincent Timber” – Vincent Timber Ltd, company registration no.107182, registered office 8 Montgomery Street, Sparkbrook, Birmingham, B11 1DU.

“Buyer” – means any individual or business purchasing or ordering goods; “Goods” – the Goods (including any instalment of the Goods) which the Company is to supply or has supplied under these clauses.

“Order Acknowledgment” – a written document issued by the Company, confirming the Buyer’s order for Goods has been accepted by the Company.

“Bespoke Goods” – this refers to any Good that has been specially manufactured or altered in any way to meet the Buyer’s requirements. This includes (but not limited to) incorporating the Goods into other Goods or materials; the Company shall decide (acting reasonably) whether any Goods are Bespoke Goods.

“Collection Site” – any site notified by the Company to the Buyer where the Goods are to be collected by the Buyer.

“Delivery Site” – any site specified by the Buyer where the Goods are to be unloaded.

“Force Majeure Event” – refers to any circumstance beyond the Company’s control, including, but not limited to, acts of God, war, strikes, lockouts or any other industrial action, fire, flood, drought, tempest, extreme temperatures, insect or fungal attack, or the Company’s failure to procure materials required for completion of the Contract in circumstances where the Company has taken reasonable endeavours to obtain the materials.

1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. Any reference to “written” or “writing” includes fax and email correspondence.

2. Basis of Contract

2.1. The following Terms and Conditions shall be binding on every Buyer entering into any contracts, agreements or transactions with Vincent Timber. These Terms and Conditions prevail over any conditions contained or referred to in any documents of the Buyer and any provision to the contrary is hereby excluded unless agreed in writing by a director/Owner of the Company.

2.2. The Buyer is responsible for ensuring that the Order is complete, accurate and includes any applicable Specification.

2.3. The Contract shall come into existence and take effect if and when the Company issues the Order Acknowledgment to the Buyer, and shall remain in force and effect until after:

- 2.3.1. the parties have discharged all their obligations under it (at which point it shall expire); or

- 2.3.2. it is terminated in accordance with these clauses. Estimates given by the Company do not constitute an offer, the Company reserves the right to amend or withdraw an estimate at any time.

3. Buyer's Obligations

3.1. The Buyer shall pay the Charges for the Goods in accordance with clauses 8 and 12.

3.2. The Buyer warrants that it has complied with all laws, regulations, and official requirements applicable in the UK and in Europe, and has lawfully obtained all licences, permits and consents necessary for the supply to it, and use by it, of the Goods.

3.3. The Buyer shall be fully liable for any instructions, specification or information provided by it to the Company and shall ensure that such information, specification, or instruction:

- 3.3.1. will not cause the Company to produce Goods that are not fit for the purpose for which the Buyer intends to use the Goods; and
- 3.3.2. is complete and accurate and does not contain any errors.

3.4. Any estimates given by the Company of quantities required for the job are intended as guidelines only and the Buyer shall not rely on such estimates. The Buyer is solely responsible for ascertaining the proper quantities.

3.5. The Buyer shall comply with any instructions given by the Company (including, but not limited to, any installation instructions set out in relevant method statement supplied to the Buyer by the Company).

4. Company's Obligations

4.1. The Company warrants that:

- 4.1.1. the Goods are free from material defect at the Risk Transfer Date; and
- 4.1.2. where it agrees to provide Goods in accordance with a specification provided by the Buyer (and only when it has provided such agreement in writing), the Goods shall conform in all material respects with that Specification.

4.2. The Company gives no warranty to the Goods other than as set out in clause 4.1.

4.3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

4.4. Save as set out in clause 4.1, and without prejudice to the generality of clauses 4.2 and 4.3, the Company does not give any warranty (and excludes any warranty, term or condition that would otherwise be implied) as to the quality of the Goods or their fitness for purpose, even if such purpose has been made known to the Company.

4.5. Samples are only submitted as indications of the Goods quoted for and not as any guarantee of the colours or quality. Sale is by description not by sample.

4.6. The Company may pass on any manufacturer's guarantee to the Buyer but shall not be obliged to do so and shall not have any liability under such guarantee.

4.7. All goods and works are supplied subject to availability of material and labour. The company reserves the right to without notice substitute materials, components and units mentioned on the order contract.

4.7. The company's employees are agents of the company. Any advice or recommendation given by the agents is followed on and acted entirely on the Buyers own risk.

4.8. If agreed that goods are processed via a third party, this will be conducted on the Terms and Conditions of such third party.

5. Delivery

5.1. The Company may agree to deliver the Goods to a Delivery Site as specified by the Buyer (subject to the Buyer agreeing to the Company's charges for this service), in which event the Company will attempt to deliver the Goods to the Delivery Site at a reasonable time during a working day. The Company is under no obligation to give notice before attempting delivery.

5.2. Where the Company has agreed to deliver goods on a certain day, the Company will use reasonable endeavours to deliver the Goods on that day but will not be in breach of Contract if it delivers, or attempts delivery, before or after the agreed date. Any times and/or dates quoted for delivery are estimates only and are not binding on the Company.

5.3. With the exception of deliveries on lorry mounted cranes, the Buyer is responsible for unloading the Goods at the Delivery Site at its risk and expense and using its labour. The Buyer shall ensure that unloading occurs expeditiously and as soon as the Goods arrive at the Delivery Site.

5.4. If the buyer refuses delivery or is not present to take delivery, the Company may at its option:

- 5.4.1. unload the Goods itself with the Buyer covering any cost, leaving them outside the Delivery Site (in which event the Company will have been deemed to have fulfilled its obligation to transport the Goods to the Delivery Site).
- 5.4.2. treat the order as cancelled and claim indemnification under clause 18.1.3; or 5.4.3. redeliver the Goods on a mutually agreed date. The Company shall be entitled to charge for any costs incurred for the re-delivery or storing of the products until they are successfully delivered to the Delivery Site.

5.5. The Company may deliver the Goods in instalments, in the event of failure to accept delivery the Company may, at its option, invoice the remaining undelivered balance (payment for the balance will then become due) and any storage costs charged to the Buyer. Each part delivery is deemed to be under a separate contract.

5.6. The Company shall deliver to a good firm surface on or near the Delivery Site; this must be accessible by a good hard road.

5.7. The Company will be under no obligation to deliver if:

- 5.7.1. the Company believes that it would be unsafe, unlawful, or unreasonably difficult to do so;
- 5.7.2. the Buyer is not present to take the delivery.
- 5.7.3. the premises, or access to them, are unsuitable for the delivery vehicle.
- 5.7.4. the Buyer fails to provide delivery instructions, and/or directions, if necessary, in good time to allow the Company to carry them out.

5.8. Should the clause 5.7 apply, then the Company is entitled to charge for any attempted re-delivery and for any costs of storing the Goods until they are successfully delivered to the Delivery Site.

5.9. Should the buyer fail to provide a signature on the delivery note, with delivery having duly been made, notification in writing to the Buyer by the Company shall be deemed to be conclusive evidence that the delivery has been made in accordance with the contract.

5.10. The Company may deliver up to 10% more or less than the quantity ordered without notice, and the price will be adjusted accordingly.

5.11. Any short delivery materials should be notified to the Company in writing within 7 days of delivery. If the Buyer does not notify the Company, the goods are deemed as delivered in full under the agreed contract and shall be bound to pay in full.

6. Collection

6.1. Clause 6 applies unless the Company has agreed to deliver the Goods, in which case clause 5 applies.

6.2. Once the Company has informed the Buyer that the Goods are ready for collection, the Buyer may collect the Goods during the normal business operating hours of the Collection Site, so long as they give 24 hours' notice.

6.3. The Buyer must collect the Goods within 14 days of being informed they are ready for collection, failing which the Company may recover all costs associated with the storage of the Goods.

6.4. Collection may be made in instalments where agreed with the Company.

7. Buyer's Remedies

7.1. The Buyer may reject any of the Goods which do not conform to the Contract in a material way, provided that the notice of rejection is given to the Company in writing setting out the reasons for rejection:

- 7.1.1. in the case of a defect that is reasonably apparent on a visual inspection at the Risk Transfer Date, within five business days of the Risk Transfer Date: and
- 7.1.2. in the case of any other defect, within seven business days of the defect becoming apparent on normal visual inspection.

7.2. Following notification under clause 7.1, the Buyer shall ensure that the Company's representatives have a reasonable opportunity to examine the Goods and delivery documentation at the Buyer's premises or other location where the Goods are held.

7.3. Where the Company agrees that the Goods do not conform to the Contract in a material way, the Company will (at its discretion) repair or replace the Goods with Goods that do conform to the Contract within a reasonable period of time. The non-conforming Goods will be returned by the Buyer within ten working days of request by the Company. The Company shall act reasonably when deciding whether or not the Goods conform to the Contract in a material way.

7.4. At the Buyer's request, the Company shall reimburse the Buyer's reasonable costs in returning any Goods to the Company which the Company has agreed to repair or replace.

7.5. Unless the provision of Goods are subject to a Force Majeure Event, if the Company fails to deliver within 60 days of any estimated delivery date, or if the Goods are not ready for collection from the Collection Site within 30 days of the date the Company estimated they would be ready for collection, the Buyer may (by informing the Company in writing) cancel the Contract, however the Contract shall not be cancelled if the Company receives the Buyer's notice after the Goods have been despatched by the Company's supplier.

7.6. Where the Contract is cancelled under clause

7.5, the Buyer shall remain liable to pay for any Goods already received by it.

7.7. The absence of any written notice served in accordance with clause 7.1 or 7.5 shall be conclusive evidence in any proceedings that the Company has fully discharged all its obligations under the Contract, and in particular that the Goods were in conformity with the Contract in all respects.

7.8. Subject to clause 7.9, the remedies referred to in this clause 7 shall be the Buyer's only remedies in respect of any Goods not conforming with the Contract.

7.9. The remedy in clause 7.5 shall be the Buyer's sole remedy in respect of late delivery or delay.

7.10. The Company shall be under no liability in respect to any defect in goods as a result of any drawings, designs or specifications supplied by the Buyer.

8. Payment Terms

8.1. Other than for credit approved Monthly Credit Accounts, all Goods should be paid for before or at the time of delivery.

8.2. Monthly Trade Accounts must be paid in full not later than the last day of the month of agreed terms following the Risk Transfer Date, unless otherwise agreed in writing by a Company director.

8.3. If through no fault of the Company, the Buyer does not make payment by the stated time:

- 8.3.1. the Company may suspend or cancel all or any outstanding orders with the Buyer.
- 8.3.2. the Company may suspend or remove the credit facilities offered to the Buyer.
- 8.3.3. the Company has the right to charge interest at the rate set in the Late Payment of Commercial Debts Act 1998.
 - calculated (on a daily basis) from the date of our invoice until payment.
 - compounded on the first day of each calendar month; and
 - before and after any judgement (unless the court orders otherwise).

8.4. If the Buyer has an approved Monthly Credit Account, the Company may withdraw it, or reduce your credit limit, or bring forward your due date for payment; we may take any of these actions at any time and without notice.

8.5. All amounts due to the Company from the Buyer under the Contract shall be paid in full without any deduction or withholding (other than any deduction or withholding of tax as required by law); the Buyer shall not be entitled to claim set-off or to counterclaim against the Company in relation to the payment of the whole or part of any such amount.

8.6. Whilst the Buyer owes money to the Company, the Company has a lien on any of the Buyer's property in the Company's possession.

9. Title

9.1. Title to the Goods shall not pass to the Buyer until the Company has received payment in full (in cash or cleared funds) for:

- 9.1.1. the Goods; and
- 9.1.2. any other goods or services that the Company has supplied to the Buyer in respect of which payment has now become due.

9.2. Until the title to the Goods has transferred to the Buyer, the Buyer will:

- 9.2.1. hold the Goods on a fiduciary basis as the Company's bailee.
- 9.2.2. store the Goods so that they are clearly identifiable as the Company's property.
- 9.2.3. maintain the Goods in satisfactory condition and insure the Goods (against the risks a prudent owner would insure them) and hold the policy on trust for the Company.
- 9.2.4. not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods;
- 9.2.5. be able sell the Goods as part of the ordinary course of business, but not if the Buyer becomes subject to any of the conditions in clauses 15.1.3 to 15.1.14.
- 9.2.6. the Buyer must notify the Company immediately if it becomes subject to any of the conditions in clauses 15.1.3 to 15.1.14.
- 9.2.7. the Buyer must ensure the Company has the right to enter any premises of the Buyer or of any third party where Goods are kept, to enable the Company to exercise its rights set out in clause 9.3.

9.3. If before the title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clauses 15.1.3 to 15.1.14, or the Buyer reasonably believes that any such event is about to happen and notifies the Company accordingly in writing, then provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Buyer to deliver up the Goods and, if the buyer fails to do so promptly, the Company may enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

9.4. Where Goods are delivered to the Buyer direct from the Supplier, the title for the Goods passes to the Company upon delivery to the Buyer's Delivery Site; the title will pass to the Buyer upon full payment for the Goods.

9.5. Despite the Company retaining the title to the Goods, the Company has the right to take legal proceedings against the Buyer to recover the cost of supplied Goods should the Buyer not pay in full by the due date.

9.6. WRITE ABOUT IF GOOD ARE ORDERED IN BUT NOT TAKEN THEN THEY NEED CANCELLATION IN WRITING

10. Risk

10.1. Where the Goods are to be collected from the Collection Site, they are at the Buyer's risk from the earlier of:

- 10.1.1. the Buyer collecting the Goods; or
- 10.1.2. the expiry of the 14-day period referred to in clause 6.3.

10.2. Where the Company is to deliver the Goods, the risk passes to the Buyer when the Goods first arrive at the Buyer's Delivery Site.

10.3. The Buyer must inspect the Goods on delivery, if any of the Goods are damaged or not delivered, the Buyer must contact the Company within 24 hours.

11. Cancellation and Return of Goods

11.1. Subject to clauses 7.5 and 19.2, the buyer may not cancel any order following its acceptance by the Company, other than with the Company's written agreement.

- 11.2. Where the Company agrees that an order may be cancelled (other than under clause 7.5) 11.2.1. the indemnity set out in clause 18.1.2 shall apply; and
- 11.2.2. in respect of any Goods to be returned, this may only be by prior arrangement; those Goods must be returned to the Company at the Buyer's expense and in the same condition as they were at the Risk Transfer Date.

11.3. If the order is cancelled the Buyer must pay for all stock (both finished and unfinished) that the Company may then hold (or is committed to) for the order.

11.4. We will accept return of Goods from the Buyer after completion of the Contract only:

- 11.4.1. by prior arrangement (confirmed in writing);
- 11.4.2. on payment of an agreed handling charge (unless the Goods were defective when delivered); and
- 11.4.3. where the Goods are in the same condition as they were on the Risk Transfer Date,
- 11.4.4. within 30 days of the delivery date.

11.5. This clause 8 does not affect any right the Buyer has to terminate the Contract for the Company's breach.

11.6. Bespoke items ordered in that cannot be resold are not subject to cancellation and will need to be paid in full.

11.7. Orders that have been accepted by the Company may not be cancelled by the Buyer within 30 days of a written agreement with the exception of clause 11.6. The Buyer shall compensate the company in full against all loss; loss of profit, costs (inclusive of labour and materials used), damages, and charges and expenses incurred by the Company as a result of the cancellation.

12. Price

12.1. In consideration of the Goods, and subject to clauses 1.1 and 12.4:

- 12.1.1. the Buyer shall pay the price notified by the Company to the Buyer ("the Charges");
- 12.1.2. if no price for the Goods has been provided, the price shall be that listed in the Company's published price list at the date of the Company's Order Acknowledgment; and
- 12.1.3. any other sums payable or paid by the Buyer to the Company in accordance with, arising out of or in connection with the Contract shall also be "Charges".

12.2. Any prices quoted will exclude delivery (unless otherwise stated).

12.3. Rates of tax and duties on the Goods will be those applying at the time of delivery.

12.4. At any time before the Risk Transfer Date, the Company may adjust the Charges to reflect any increase in the cost of supplying the Goods.

12.5. In the event that the price of the Goods has increased then, the Buyer may inform the Company that it no longer wishes to purchase the Goods at the new price, and the Company may then at its option:

- 12.5.1. cancel the Order for those Goods; or
- 12.5.2. supply the Goods at the price previously quoted.

12.6. Our estimates are valid for a period of 14 days.

12.7. Any prices quoted will be excluding VAT (unless otherwise stated).

13. Design and Specification

13.1. The Company reserves the right to make non-material changes on the specification of the Goods.

13.2. The Company may, at its discretion and without obligation or warranty, forward as necessary from its own or a third party's workshop drawings requested by the Buyer for the Buyer's comment/approval.

13.3. The Buyer agrees it is ultimately responsible for the specification of any Goods, that it has the skills and expertise to ensure that the specification of any Goods will meet its needs and will be fit for the purpose for which the Buyer intends to use them.

13.4. The Company may, from time to time, provide information about third parties who may be able to provide services in connection with the Goods. The Buyer shall make its own arrangements with any such third party and the Company shall have no obligation (whether under this contract or otherwise) in respect of any such services.

13.5. Special packaging will carry and additional charge if required.

14. Liability

14.1. In clause 14, a reference to the Company's liability for something is a reference to any liability whatsoever which the Company might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from the Company's negligence or from negligence for which the Company would otherwise be liable.

14.2. The Company is not in breach of the Contract, and does not have any liability for anything, to the extent that its apparent breach or liability is attributable to the Buyer's breach of the Contract.

14.3. Subject to clause 14.5, the Company shall not have any liability for:

- 14.3.1. any indirect or consequential loss or damage.
- 14.3.2. any loss of business, rent, profit or anticipated savings whether direct or indirect unless it has expressly assumed such liability.
- 14.3.3. its failure to deliver Goods within the time specified in clause 7.5 if the Buyer subsequently accepts delivery of those Goods.
- 14.3.4. anything done by any third party/supplier referred to in clause 13.4.

- 14.3.5. any workshop drawings given to the Buyer in accordance with clause 13.
- 14.3.6. the Buyer's failure to provide the Company with adequate delivery instruction or any other instructions that are relevant to the supply of the Goods.
- 14.3.7. any loss caused by any specification or information provided by the Buyer being inaccurate or incomplete or containing any errors or inaccuracies.
- 14.3.8. any damage to goodwill or reputation.
- 14.3.9. any delay, loss of opportunity, or loss of business.
- 14.3.10. loss, theft, damage or destruction to any equipment, tools, machinery, vehicles, or other equipment used in connection with the Goods or brought onto any premises of the Company or the Collection Site.
- 14.3.11. any loss, damage, costs, or expenses suffered or incurred by any third party.

14.4. Subject to clause 14.5, the Company's total liability shall be limited to a sum equal to the Charges.

14.5. Nothing in the Contract restricts the Company's liability for:

- 14.5.1. death or personal injury resulting from negligence for which it is responsible.
- 14.5.2. fraud (including fraudulent misrepresentation); or
- 14.5.3. any other liability, to the extent that the liability cannot be restricted by law.

15. Termination

15.1. Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if:

- 15.1.1. the Buyer breaches clause 8.
- 15.1.2. the Buyer commits a material or persistent breach of the Contract, and (if such a breach is remediable) fails to remedy that breach within five Business Days of receipt of written notice of the breach.
- 15.1.3. the Buyer 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;
- 15.1.4. the Buyer commences negotiation 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 a company) for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer.
- 15.1.5. 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 Buyer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer.
- 15.1.6. the Buyer (being an individual) is the subject of a bankruptcy petition order.
- 15.1.7. a creditor or encumbrancer of the Buyer 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.
- 15.1.8. 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 Buyer (being a company);

- 15.1.9. a floating charge holder over the assets of the Buyer (being a company) has become entitled to appoint or has appointed an administrative receiver.
- 15.1.10. a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer.
- 15.1.11. the Buyer becomes the subject of administration or an administration order (in each case whether or not the out of court procedure is used).
- 15.1.12. any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1.3 to 15.1.11 (inclusive).
- 15.1.13. the Buyer suspends or threatens to suspend, or ceases, or threatens to cease to carry on, all or a substantial part of its business; or
- 15.1.14. the Buyer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

16. Consequences of Termination

16.1. On expiry or termination of the Contract or any part of it for any reason, the following shall apply:

- 16.1.1. 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.
- 16.1.2. the following clauses shall survive expiry or termination and shall continue in full force and effect: clauses 1 (Definitions and Interpretation), 2 (Basis of Contract), 3 (Buyer's Obligations), 8 (Payment Terms), 9 (Title), 12 (Price), 13 (Design and Specification), 14 (Liability), 16 (Consequences of Termination), 17 (Waiver and Variation), 18 (Indemnity), 19 (Force Majeure), 21 (General) and any other clause which expressly or by implication has effect after expiry or termination shall continue in full force and effect;
- 16.1.3. the Company shall become entitled to exercise its rights under clause 9; and
- 16.1.4. all sums shall become immediately due and payable, notwithstanding any credit terms previously in effect.

16.2. In the event that collection of sums due from the Buyer to the Company is referred to a lawyer, debt recovery agent or other person, or if proceedings are brought to collect such sums or to enforce the rights of the Company, the Buyer shall pay all costs, commissions, administration charges and fees incurred by the Company as a result of collection, including such costs and fees incurred in any Appeal of Proceedings and in executing on any Judgement.

17. Waiver and Variation

17.1. Any waiver or variation of the Contract shall not be binding unless:

- 17.1.1. made (or recorded) in writing.
- 17.1.2. signed on behalf of each party (in the case of the Company, a director of the Company); and
- 17.1.3. expressly stating an intention to vary the Contract.

17.2. The Company shall not be bound by any of the following unless agreed by a director of the Company in writing:

- 17.2.1. any variation to the Contract.
- 17.2.2. any admission that the Company has breached any of its obligation under the Contract; 17.2.3. any agreement to cancel the Buyer's order for Goods; or

- 17.2.4. any credit note(s) or refund.

17.3. All orders placed by the Buyer will be subject to these terms (or any that we may issue to replace them), by placing an order with the Company you are expressly waiving any printed terms you may have to the extent that they are inconsistent with the Company's terms.

18. Indemnity

18.1. The Buyer shall indemnify the Company 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 and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:

- 18.1.1. the Buyer's breach or negligent performance, or non-performance of the Contract.
- 18.1.2. the Company agreeing to cancel the Buyer's order for Goods in accordance with clause 11;
- 18.1.3. the Buyer refusing to take delivery or not being present to take delivery in accordance with clauses 5.3 and 5.4.
- 18.1.4. to the extent that the Goods are to be produced in accordance with a specification supplied by the Buyer, any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the specification.

19. Force Majeure

19.1. If, as a result of a Force Majeure Event, the Company is unable to perform its obligations under the Contract (or able to perform them only at unreasonable cost), the following shall apply:

- 19.1.1. the Company may cancel or suspend performance of its obligations to the Buyer at any time without liability.
- 19.1.2. the Buyer shall not be liable to pay for any Goods which the Company has been unable to provide because of the Force Majeure Event (unless the Company resumes provision of the Goods where the Company has not cancelled the Contract in respect of those Goods).

19.2. If a Force Majeure Event prevents the Company from providing any of the Goods for a continuous period of more than 3 months, the Buyer may, by serving written notice on the Company, cancel the Contract in respect of those Goods.

20. Data Protection Act 1998

20.1. The Company will make a search with a Credit Reference Agency, who will keep a record of that search, and may share that information with other businesses. Credit limits are subject to periodic review, which would result in subsequent searching using Credit Reference Agencies.

20.2. As a user and provider of information, we may obtain and pass on data relating to our customers for direct marketing purposes.

21. General

21.1. The Contract shall be subject to English law and the exclusive jurisdiction of the English Courts.

21.2. If the Buyer is more than one person, each person is jointly and severally liable for the Buyer's obligations under the Contract.

21.3. 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, unless that it would fundamentally frustrate the parties' original intentions, in which case it shall terminate immediately.

21.4. If any invalid, unenforceable, or illegal provision of the Contract would be valid, enforceable, and legal if some part of it were deleted or amended, then the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable, unless it would inadvertently frustrate the parties' original intentions, in which case it shall terminate immediately.

21.5. Any brochures, catalogues and other promotional material are to be treated as illustrative only. Their contents form no part of the Contract or any other contract between the Company and the Buyer, and the Buyer has not relied on them in entering into any Contract.

21.6. Any notice by either the Company or the Buyer which is to be served under the Contract may be served by leaving at or delivering it to (by signed for delivery, first class post or fax) the other's registered office or principal place of business. All such notices must be signed.

21.7. No person other than the Company and the Buyer shall be party to the Contract.

21.8. Any person who is not a party to the Contract shall not have any rights under it and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

21.9. It is not the parties' intention to confer any of benefit on any third party as a result of the Contract.

21.10. The Contract constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings, and agreements between them relating to its subject matter.

21.11. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the clauses or set out in any document referred to in the clauses. Each party agrees that its only liability in respect of those representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract.

21.12. Nothing in the clause's limits either party's liability for fraudulent misrepresentation.

21.13. The Buyer shall not assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

21.14. The Company may assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of