

1. Interpretation

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.4.

Consumer: an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions. **Customer:** the person or firm who purchases the Goods from the Supplier.

Delivery Location: has the meaning given in clause 4.1.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or in the Customer's written acceptance of the Supplier's quotation, as the case may be.

Specification: any specification for the Goods including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Supplier: The Specialist Washing Company Limited (registered in England and Wales with company number 06239360) trading as WuduMate.

1.2 Interpretation:

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

1.2.2 A reference to a party includes its successors and permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to it as amended or reenacted.

A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** includes email but not fax.



2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 Unless the Customer is a Consumer, the Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for the period of time stated on the quotation or, if no period is stated on the quotation, a period of 40 Business Days from its date of issue.

3. Goods

3.1 The Goods are described in the Supplier's catalogue as modified by any applicable Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, 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 and legal 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 Specification or (whether or not the Goods are to be manufactured in accordance with a Specification supplied by the Customer) any claim by any person or local, regional or national authority that the Goods contravene any legal, statutory or regulatory requirement or authorisation in any jurisdiction other than England and Wales. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements of England and Wales.



4. Delivery

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

4.2 Delivery is completed on the completion of unloading of the Goods at the Delivery Location or the Customer taking possession of them if the Delivery Location is the Supplier's premises.

4.3 If any of the Goods is missing from any Delivery, or is damaged when inspected upon Delivery, then (if the Customer wishes to return the damaged Goods to the Supplier or make any claim in respect of them) the Customer must:

4.3.1 report that to the Supplier within 24 hours of the time of Delivery; and

4.3.2 send the Supplier photographs of any damaged Goods and the packaging in which they were delivered.

4.4 If the Customer wishes to return any Goods to the Supplier, the Goods must be returned to the Supplier in the original packaging.

4.5 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.

4.6 If the Supplier fails to deliver the Goods and the Customer is not a Consumer, 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.

4.7 If the Customer fails to accept 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:

4.7.1 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; and

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

4.8 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted actual 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.



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

5. Quality

5.1 The Supplier warrants, in addition to the Customer's legal rights (where the Customer is a Consumer), that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:

5.1.1 conform in all material respects with their description and any applicable Specification; and

5.1.2 be free from material defects in design, material and workmanship; and

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

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2 the Supplier is given a reasonable opportunity of examining those Goods; and

5.2.3 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 refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

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

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

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

5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.6 the Goods differ from their description or the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.



5.4 The Supplier gives no warranty, where the Goods are to be used or installed anywhere outside England and Wales, that they comply with any local, national or regional laws, regulations, or other obligations (including but not limited to, any certification regime), and it shall be the exclusive responsibility of the Customer to ensure that the Goods can properly and legally be used for the purpose for which, and in the country in which, the Customer intends to use or install them. In particular, the Customer shall not be entitled to any refund of any part of the price of the Goods, nor the cost of packaging, insurance and transport of them if the Customer is, for any reason other than a matter covered by the warranty given in clause 5.1, unable to use or install the Goods anywhere outside England and Wales.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 Unless the Customer is a Consumer, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

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

6. Complaints and your legal rights

6.1 If the Customer has any questions or complaints about the Goods, they should contact the Supplier directly. The Customer can contact the Supplier via telephone at +44 1784 748080 or write to the Supplier at info@wudumate.com or at Specialist Washing Company Limited, PO Box 541, Egham TW20 0WN, England.

6.2 The Supplier is under a legal duty to supply products that conform with the Contract. Nothing in these terms will affect the Customer's legal rights where the Customer is a Consumer.

7. Title and risk

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

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

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

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

7.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4; and



7.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4, then, without limiting any other right or remedy the Supplier may have the Supplier may at any time:

7.4.1 require the Customer to deliver up all Goods in its possession; and

7.4.2 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.

8. Price and payment

8.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery and shall include duties and taxes payable (save for the tax or taxes mentioned in clause 8.3).

8.2 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

8.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations of more than 5% in relation to the exchange rate used to calculate the price of the Goods, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

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

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

8.3 The price of the Goods:

8.3.1 excludes amounts in respect of value added tax (VAT) or other appropriate sales tax properly chargeable in the jurisdiction in which the Customer is situated, which the Customer shall (where the Supplier is obliged to charge VAT or such other sales tax) additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

8.3.2 excludes the cost of delivery of the Goods, which will be invoiced to the Customer in addition and may exclude the costs and charges of packaging and insurance of the Goods, which (if chargeable) shall be shown separately upon the Order and in those circumstances will be invoiced to the Customer in addition.

8.4 The Supplier shall supply the Customer with a pro-forma invoice for the Goods on or at any time after acceptance of the Order by the Supplier under clause 2.3.



8.5 The Customer shall pay each proforma invoice submitted by the Supplier:

8.5.1 within 30 days of the date of the proforma invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and

8.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and

8.5.3 before the Supplier shall be obliged to ship or make delivery of the Goods; and time for payment shall be of the essence of the Contract.

8.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Limitation of liability where the Customer is not a Consumer

9.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2,000,000 (two million pounds) per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

9.2 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

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

9.3.2 fraud or fraudulent misrepresentation;

9.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

9.3.4 defective products under the Consumer Protection Act 1987.

9.4 Subject to clause 9.3, the Supplier's total liability to the Customer shall not exceed £2,000,000 (two million pounds).

9.5 Subject to clause 9.3, the following types of loss are wholly excluded:

9.5.1 loss of profits;

9.5.2 loss of sales or business;



9.5.3 loss of agreements or contracts;

9.5.4 loss of anticipated savings;

9.5.5 loss of or damage to goodwill; and

9.5.6 indirect or consequential loss.

9.6 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9.7 This clause 9 shall survive termination of the Contract.

10. Limitation of Liability where the Customer is a Consumer

10.1 The Supplier is responsible to the Consumer for foreseeable loss and damage caused by the Supplier. If the Supplier fails to comply with these terms, it is responsible for loss or damage the Consumer suffers that is a foreseeable result of the Supplier breaching this contract or failing to use reasonable care and skill, but, except as set out in clause 10.2 the Supplier is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Supplier and the Consumer knew it might happen.

10.2 The Supplier does not exclude or limit in any way its liability to the Consumer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Supplier's negligence, or that of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Consumer's legal rights in relation to the goods, including the right to receive goods which are: as described and match information provided to the Consumer and any sample or model seen or examined by the Consumer; of satisfactory quality; fit for any particular purpose made known to the Supplier; and for defective products under the Consumer Protection Act 1987.

11. Termination where the Customer is not a Consumer

11.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

11.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

11.1.2 the Customer 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), 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;



11.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

11.1.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability adequately to fulfil its obligations under the Contract has been placed in jeopardy.

11.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

11.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

11.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. Termination where the Customer is a Consumer

12.1 The Consumer may contact the Supplier to end the Contract for Goods at any time before the Supplier has delivered them and the Consumer has paid for them, but in some circumstances the Supplier may charge the Consumer for doing this, as described below. The Consumer nonetheless has rights where the Goods are faulty or misdescribed.

12.2 If the Consumer is ending the contract for a reason set out at 12.2.1 to 12.2.5 below the contract will end immediately and the Supplier will refund the Consumer in full for any Goods which have not been provided or have not been provided properly and the Consumer may also be entitled to further compensation. The reasons are:

12.2.1 the Supplier has notified the Consumer of an upcoming change to the Goods or these terms which the Consumer does not agree to;

12.2.2 the Supplier has told the Consumer about an error in the price or description of the Goods the Consumer has ordered and the Consumer does not wish to proceed;

12.2.3 there is a risk that supply of the Goods may be significantly delayed because of events outside the Supplier's control.



12.2.4 the Supplier has suspended supply of the Goods for technical reasons, or the Supplier notifies the Consumer that the Supplier is going to suspend them for technical reasons, in each case for a period of more than six months; or

12.2.5 the Consumer has a legal right to end the contract because of a breach of these terms and conditions by the Supplier.

12.3 If the Consumer is not ending the contract for one of the reasons set out in clause 12.2, then the contract will end immediately and the Supplier will refund any sums paid by the Consumer for Goods not provided but the Supplier may deduct from that refund (or, if the Consumer has not made an advance payment, charge the Consumer) reasonable compensation for the net costs the Supplier will incur as a result of the Consumer ending the contract.

12.4 If the Consumer ends the contract after Goods have been dispatched to the Consumer and (because the Supplier cannot recall them) they are delivered to the Consumer, the Consumer must return them to the Supplier. If the Consumer is ending the contract because the Supplier has told the Consumer of an upcoming change to the Goods or these terms and conditions, an error in pricing or description, a delay in delivery due to events outside the Supplier's control or because the Consumer is exercising their legal rights to end the contract because of something the Supplier has done wrong then the Supplier will pay the costs of return. In all other circumstances the Consumer must pay the costs of return.

13. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

14. General

14.1 Assignment and other dealings

14.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

14.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the contract without the prior written consent of the Supplier.

14.2 Confidentiality

14.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.2.



14.2.2 Each party may disclose the other party's confidential information:

14.2.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and

14.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.2.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14.3 Entire agreement.

14.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5 **Waiver.** 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.6 Severance. If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause 14.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.7 Notices.

14.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

14.7.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

14.7.1.2 or sent by email to the address specified in clause 6.1.



14.7.2 Any notice shall be deemed to have been received:

14.7.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

14.7.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; and

14.7.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.7.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.7.4 A notice given under this agreement is not valid if sent by fax.

14.8 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

14.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.



return them to the Supplier. If the Consumer is ending the contract because the Supplier has told the Consumer of an upcoming change to the Goods or these terms and conditions, an error in pricing or description, a delay in delivery due to events outside the Supplier's control or because the Consumer is exercising their legal rights to end the contract because of something the Supplier has done wrong then the Supplier will pay the costs of return. In all other circumstances the Consumer must pay the costs of return. result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

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14.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the contract without the prior written consent of the Supplier.

14.2 Confidentiality.

14.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.2.

14.2.2 Each party may disclose the other party's confidential information:

14.2.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and

14.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.2.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14.3 Entire agreement.

14.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5 Waiver. 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.6 Severance. If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause 14.6 the

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Registered in England No 6239360
Registered Address: Suite 6, Dukes House,
4-6 High Street, Windsor, Berkshire, SL4 1LD, UK



3. Goods

3.1 The Goods are described in the Supplier's catalogue as modified by any applicable Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, 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 and legal 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 Specification or (whether or not the Goods are to be manufactured in accordance with a Specification supplied by the Customer) any claim by any person or local, regional or national authority that the Goods contravene any legal, statutory or regulatory requirement or authorisation in any jurisdiction other than England and Wales. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements of England and Wales.

4. Delivery

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

4.2 Delivery is completed on the completion of unloading of the Goods at the Delivery Location or the Customer taking possession of them if the Delivery Location is the Supplier's premises

4.3 If any of the Goods is missing from any Delivery, or is damaged when inspected upon Delivery, then (if the Customer wishes to return the damaged Goods to the Supplier or make any claim in respect of them) the Customer must:

4.3.1 report that to the Supplier within 24 hours of the time of Delivery; and

4.3.2 send the Supplier photographs of any damaged Goods and the packaging in which they were delivered.

4.4 If the Customer wishes to return any Goods to the Supplier, the Goods must be returned to the Supplier in the original packaging.

4.5 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.

4.6 If the Supplier fails to deliver the Goods and the Customer is not a Consumer, 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



14.3 Entire agreement.

14.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5 Waiver. 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.6 Severance. If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause 14.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.7 Notices.

14.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

14.7.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

14.7.1.2 or sent by email to the address specified in clause 6.1.

14.7.2 Any notice shall be deemed to have been received:

14.7.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

14.7.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; and

14.7.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.7.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.7.4 A notice given under this agreement is not valid if sent by fax.

14.8 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

14.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

