

## **TRADE GEAR LIMITED TERMS AND CONDITIONS OF BUSINESS**

Professional Paint Supplies is a trading name of Trade Gear Limited (company number 08885829) (“Trader”).

The Customer's attention is drawn in particular to the provisions of clause 11.

### **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.
Business Hours:	the period from 8.30 am to 6.00 pm on any Business Day.
B2B Customer(s):	any person or firm who purchases the Goods from the Supplier including but not limited to a public or private company, a limited liability partnership, a general partnership or an individual operating as a sole trader.
B2C Customer(s):	an individual who purchases the Goods from the Supplier as an individual for a purpose outside their trade, business or profession and who is not classed as a B2B Customer.
Commencement Date:	has the meaning given in clause 2.4.
Conditions:	the terms and conditions set out in this document as amended from time to time in accordance with clause 14.4.
Contract:	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer:	a B2B Customer or B2C Customer (as applicable).
Delivery Location:	has the meaning given in clause 6.3.
Force Majeure Event:	means an act of God, fire, lightning, explosion, storm, tempest, exceptionally adverse weather conditions, floods, earthquake, aircraft and other aerial devices

and articles dropped therefrom, riot, civil commotion, pandemic, epidemic, strike or lock out, act of terrorism, any planned or unplanned Shutdown, a cessation in Goods for any reason or any other event beyond the control of the parties which could not reasonably have been foreseen.

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

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form.

Repackaging Fee: a fee payable by the B2B Customer to the Supplier where repackaging of the Goods is required to be undertaken by the Supplier.

Restocking Fee: a fee of up to 25% of the price of the Goods payable by the B2B Customer to the Supplier.

Return Fees: any fees imposed on the B2B Customer by the Supplier which are incurred by the Supplier in connection with returning the Goods under clause 4, including Restocking Fees and Repackaging Fees.

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

Supplier: Trade Gear Limited (registered in England and Wales with company number 08885829).

## 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 personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

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

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

## 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 These Conditions apply to both B2B Customers and B2C Customers. These Conditions clearly set out where a term applies to B2B Customers or to B2C Customers.

2.3 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 are complete and accurate.

2.4 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 (the "Commencement Date"). Each Order from the Customer which is accepted by the Supplier shall constitute a separate Contract which shall be governed by 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 a period of 24 hours from its time of issue.
- 2.7 The Customer may only use the Supplier's and/or the Trader's website for lawful purposes and may not be used in a way that infringes the rights of anyone else or restricts or inhibits anyone else's enjoyment of the website.
- 2.8 The Customer's use of the website and its contents grants no rights to the Customer in relation to the Supplier's Intellectual Property Rights.

### **3 Supply of Goods**

- 3.1 The Supplier shall supply and the Customer shall purchase such quantities of the Goods as the Customer may order in accordance with clause 2 and are delivered to the Customer in accordance with these Conditions.
- 3.2 The Goods are described on the Supplier's website as modified by any applicable Specification.
- 3.3 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 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. This clause 3.3 shall survive termination of the Contract.
- 3.4 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

### **4 Returns for B2B Customers**

- 4.1 The provisions of this clause 4 only applies to B2B Customers.
- 4.2 The B2B Customer may request to cancel the Contract and receive a refund at the Supplier's discretion subject at all times to the rights the B2B Customer's may have pursuant to clause 7.1.
- 4.3 Unless otherwise agreed in writing, where the B2B Customer is permitted to cancel the Contract and receive a refund pursuant to clause 4.2 the B2B Customer:
  - 4.3.1 shall not be entitled to a refund of any delivery costs; and
  - 4.3.2 shall return the Goods in the original packaging and at its own cost.

- 4.4 The Supplier shall be entitled to charge the B2B Customer Returns Fees for cancelling the Contract pursuant to clause 4.2 and the Supplier shall be entitled to deduct any Returns Fees from any refund payable to the B2B Customer.
- 4.5 The Supplier shall be entitled to reduce any refund payable under clause 4.2 if the B2B Customer damages the Goods. The Supplier shall also have the right to determine that no refund is due to the B2B Customer as a result of any damage to the Goods caused by the B2B Customer, subject at all times to the rights the B2B Customers may have pursuant clause 7.1.
- 4.6 Any Returns Fees shall be payable by the B2B Customer within 14 Business Days from the date invoiced by the Supplier. Should the B2B Customer fail to pay any Returns Fees when due, the Supplier reserves the right to charge interest on any unpaid Returns Fees as set out in clause 10.7.

## **5 Returns for B2C Customers**

- 5.1 The provisions of this clause 5 only apply to B2C Customers.
- 5.2 Subject at all times to clause 5.3, the B2C Customer shall have a right to cancel the Contract and receive a refund for the price paid for the Goods by notifying the Supplier within 14 days of Delivery (as defined pursuant to clause 6.4). If the Goods are split into several deliveries, the 14-day period runs from the day after the last delivery.
- 5.3 The B2C Customer shall not be entitled to cancel the Contract pursuant to clause 5.2 for:
  - 5.3.1 goods sealed for health protection or hygiene purposes, once these have been unsealed after the B2C Customer receives them; and
  - 5.3.2 goods that are made to the B2C Customer's specification or are clearly personalised.
- 5.4 Subject at all times to clause 5.3 and 5.7, where a B2C Customer exercises its right to cancel under clause 5.2, the Supplier shall refund the B2C Customer:
  - 5.4.1 within 14 days of receipt of the Goods which have been returned by the B2C Customer; or
  - 5.4.2 (if earlier) within 14 days after the day the B2C Customer provides evidence that they have returned the Goods.
- 5.5 For the avoidance of doubt, the B2C Customer is only entitled to a refund of standard delivery costs. The Supplier shall not refund the B2C Customer any extra that the B2C Customer has paid for express delivery of delivery at a particular time. The Supplier shall refund the B2C Customer by the method the B2C Customer used for payment of the Goods.
- 5.6 Where a B2C Customer cancels the Contract pursuant to this clause 5, it shall return the Goods in the original packaging and at its own cost, unless otherwise expressly agreed in writing. For the avoidance of doubt, the B2C Customer will not be required

to return the Goods at its own cost if the Goods are deemed by the Supplier or a third party to be damaged or faulty.

- 5.7 The Supplier shall be entitled to reduce any refund payable under clause 5.2 if the B2C Customer damages the Goods. The Supplier shall also have the right to determine that no refund is due to the B2C Customer as a result of the damage to the Goods caused by the B2C Customer.

## **6 Delivery**

- 6.1 The Supplier shall, as reasonably practicable, ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.2 The Customer shall ensure that it retains any original packaging and proof of delivery paperwork of the Goods in good condition for the purposes of any returns made by the Customer pursuant to clause 4, clause 5 and/or clause 8 (as applicable). The Supplier shall not be responsible for any re-packaging costs borne by the Customer for the purposes of any returns made by the Customer pursuant to clause 4, clause 5 and/or clause 8 (as applicable).
- 6.3 The Supplier shall deliver the Goods kerbside to the location set out in the Order or such other location as the parties may agree (“**Delivery Location**”) on the date agreed between the parties or as soon as the Supplier’s availability allows.
- 6.4 Delivery is completed on the completion of unloading of the Goods at the Delivery Location (“**Delivery**”).
- 6.5 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.
- 6.6 If the Supplier fails to deliver the Goods, the Customers’ sole and exclusive remedy shall be limited to the replacement of the affected Goods and delivery of replacement 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.
- 6.7 The Supplier shall have no liability for loss of the Goods where it has evidence that the Goods have been Delivered.
- 6.8 In the event of non-delivery in accordance with this clause 6, the Customer must notify the Supplier within 10 Business Days from:
- 6.8.1 the date the Order was placed by the Customer; or

- 6.8.2 (if the agreed date for Delivery is longer than 10 working days from the date the Order was placed) the date agreed between the parties for Delivery of the Goods.
- 6.9 The Supplier may deliver the Goods by instalments. 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.

## **7 Quality**

- 7.1 The Supplier warrants that on delivery, the Goods shall:
  - 7.1.1 conform in all material respects with their description and any applicable Specification; and
  - 7.1.2 be free from material defects in design, material and workmanship; and
  - 7.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  - 7.1.4 be fit for any purpose held out by the Supplier.
- 7.2 Subject to clause 7.3, if:
  - 7.2.1 the Customer gives notice in writing to the Supplier within 48 hours of Delivery that some or all of the Goods do not comply with the warranty set out in clause 7.1;
  - 7.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
  - 7.2.3 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.
- 7.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 7.1 if:
  - 7.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;
  - 7.3.2 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;
  - 7.3.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

- 7.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
  - 7.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - 7.3.6 the Goods differ from their description and any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.4 Except as provided in this clause 7, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.5 The Customer shall ensure that it complies with all, and any safety information issued by the manufacturer in respect of the Goods.
- 7.6 For B2B Customers only, 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.
- 7.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 7.8 Where the customer deals as a B2C Customer, the Customer has certain legal rights in relation to Goods that are faulty or not as described. Under the Consumer Rights Act 2015, the Goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Customers' Goods the Customers' legal rights entitle the Customer to the following:
- 7.8.1 Up to 30 days from the date of Delivery: if the Customers' Goods are faulty, then the Customer can get a refund.
  - 7.8.2 Up to six months from the date of Delivery: if the Customers' Goods can't be repaired or replaced, then the Customer is entitled to a full refund, in most cases.
  - 7.8.3 Up to six years from the date of Delivery: if the Customers' Goods do not last a reasonable length of time the Customer may be entitled to some money back.

## **8 Manufacturer's Warranty**

- 8.1 Some of the Goods come with a manufacturer's warranty. For details of the applicable terms and conditions, please refer to the manufacturer's warranty (if applicable) provided with the Goods.
- 8.2 For the avoidance of doubt, any Customer who brings a warranty claim under a manufacturer's warranty shall not automatically be entitled to a permanent or temporary replacement of the Goods or any part of the Goods ("Replacement Goods") from the Supplier. Any entitlement to Replacement Goods shall be at the Supplier's discretion. Where Replacement Goods are offered by the Supplier pursuant to this clause 8.2, the Replacement Goods must be returned by the date specified by the Supplier and in an



acceptable condition. The Supplier shall be entitled to charge the Customer for the full value of any Replacement Goods plus any costs for damage if the Supplier determines that any Replacement Goods have not been returned in an acceptable condition.

- 8.3 Where a Customer brings a warranty claim under a manufacturer's warranty, the Customer may be required under the manufacturer's warranty to return the Goods for inspection ("Warranty Inspection"). Any findings from Warranty Inspections carried out are final.
- 8.4 Where the Customer is required to return the Goods for Warranty Inspection, and the Customer does so within 30 days from the date of the Order, the Supplier shall bear any transport costs for the return of the Goods for Warranty Inspection. Where Goods are returned for Warranty Inspection 30 days from the date of the Order, the transport costs for the return of Goods shall be payable by the Customer unless otherwise agreed in writing.
- 8.5 The Supplier shall have no liability to the Customer should the Goods fail to comply with any manufacturer's warranty. Notwithstanding this clause 8.5, nothing shall affect a B2C Customer's statutory rights under the Consumer Rights Act 2015.

## **9 Title and risk**

- 9.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 9.2 Title to the Goods shall not pass to the Customer until the earlier of:
  - 9.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment; and
  - 9.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 9.4.
- 9.3 Until title to the Goods has passed to the Customer, the Customer shall:
  - 9.3.1 as far as is reasonably possible, store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
  - 9.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 9.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 9.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4; and
  - 9.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:

- (a) the Goods; and
- (b) the ongoing financial position of the Customer.

9.4 Subject to clause 9.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

9.4.1 it does so as principal and not as the Supplier's agent; and

9.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

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

9.5.1 by notice in writing, terminate the Customer's right under clause 9.4 to resell the Goods or use them in the ordinary course of its business; and

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

## **10 Price and payment**

10.1 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.

10.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods (at all times acting reasonably) to reflect any increase in the cost of the Goods that is due to:

10.2.1 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);

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

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

10.3 The price of the Goods excludes amounts in respect of value added tax (VAT) (where applicable), which the Customer shall be liable to pay to the Supplier at the prevailing rate.

10.4 The price of the Goods does not include delivery charges. The Supplier's delivery charges and any applicable VAT are as advised to the Customer during the check-out process, before the Customer confirms the Order.

- 10.5 The Customer shall pay for the Goods and all applicable delivery charges and VAT in full and in advance of Delivery at the point of checkout unless it has been agreed between the Customer and the Supplier that payment will be made via the Customer's trade account and subject to any specific credit terms. Time for payment shall be of the essence of the Contract.
- 10.6 The Customer can only pay for the Goods using the following payment methods:
- 10.6.1 Credit Card;
  - 10.6.2 PayPal;
  - 10.6.3 Debit;
  - 10.6.4 Direct Debit;
  - 10.6.5 ApplePay;
  - 10.6.6 AmazonPay; and
  - 10.6.7 Bank Transfer.
- 10.7 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 12.4, 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 10.7 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%. The Customer shall be liable to pay all costs, fees, disbursements and charges including all legal fees and costs reasonably incurred by the Supplier in recovery of any unpaid invoice(s).
- 10.8 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).

## **11 Limitation of liability**

- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 11.2.1 death or personal injury caused by negligence;
  - 11.2.2 fraud or fraudulent misrepresentation;
  - 11.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;  
or
  - 11.2.4 defective products under the Consumer Protection Act 1987.

- 11.3 Subject to clause 11.2, the Supplier's total aggregate and cumulative liability to the Customer in respect of all matters arising in connection with breach of these Conditions shall not exceed an amount equal to the total amount paid by the Customer to the Supplier for the specific Order the Customer's claim relates to.
- 11.4 Subject to clause 11.2, the following types of loss are wholly excluded:
- 11.4.1 loss of profits;
  - 11.4.2 loss of sales or business;
  - 11.4.3 loss of agreements or contracts;
  - 11.4.4 loss of anticipated savings;
  - 11.4.5 loss of use or corruption of software, data or information;
  - 11.4.6 loss of or damage to goodwill; and
  - 11.4.7 indirect or consequential loss;
- 11.5 This clause 11 shall survive termination of the Contract.

## **12 Termination**

- 12.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 12.1.1 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 Business Days of that party being notified in writing to do so;
  - 12.1.2 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), obtaining a moratorium, 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;
  - 12.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 12.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 12.2 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 12.1.2 to clause 12.1.4, 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.

- 12.3 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.
- 12.4 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 12.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

### **13 Force majeure**

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract 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 during the Contract and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, 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:

- (a) to its employees, officers, representatives, contractors, subcontractors 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, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and

- (b) 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 The Contract constitutes the entire agreement between the parties.

14.3.2 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 or negligent misstatement based on any statement in the Contract.

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.

14.5.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

14.5.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it 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 the Contract. 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:

- (a) 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
- (b) sent by email to the following addresses:

Supplier: the Supplier's registered office or email address.

Customer: the Delivery Location specified in the Order or email address specified in the Order.

- 14.7.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (c) 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.
- 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.
- 14.8 Third party rights.
- 14.8.1 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 the Contract or its subject matter or formation.