

## **BACKGROUND**

These Terms and Conditions shall apply to the sale and supply of all products (the "Goods") supplied by Bronze Architecture Ltd, trading as COVERON ("the Supplier"). The "Customer" under these Terms and Conditions shall mean the Person, Firm or Company so named in the Purchase Order.

- A. The Supplier shall sell, and the Customer shall purchase the Goods in accordance with any order of the Customer contained in the Purchase Order which is accepted by the Supplier.
- B. These Terms and Conditions, together with the Purchase Order and any other documents (or part thereof) specified in the Purchase Order, form the contract between Customer and Supplier.

## **1 Interpretation**

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Business Day"</b>	means any day other than a Saturday, Sunday or bank holiday in England and Wales;
<b>"Customer"</b>	means the person, firm or company who accepts a quotation or offer of the Supplier for the sale of the Goods or whose order for the Goods is accepted by the Supplier;
<b>"Contract"</b>	means the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Terms and Conditions;
<b>"Contract Price"</b>	means the price stated in the Purchase Order payable for the Goods;
<b>"Delivery Date"</b>	means the date on which the Goods are to be delivered as stipulated in the Customer's order and accepted by the Supplier, as evidenced in the Purchase Order;
<b>"Goods"</b>	means X-ray protective wear including single-use and radiation protection products which the Supplier is to supply in accordance with the Contract;
<b>"Month"</b>	means a calendar month;
<b>"Purchase Order"</b>	mean the order printed overleaf, addressed to the Supplier, in respect of the Goods and/or Services;
<b>"Specification"</b>	means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier; and
<b>"Supplier"</b>	means BRONZE ARCHITECTURE LTD T/A COVERON, a company registered in England under 10942397 of 6 Bunkell Road, Rackheath Industrial Estate, Rackheath, Norwich, NR13 6PX and includes all employees and agents of COVERON.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions;
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

- 1.3 The Customer represents and warrants that any individual signing the Purchase Order ("signatory") on behalf of the Customer has the authority of the Customer to do so, and the Supplier will rely on that representation and warranty. If the signatory does not have such authority, the Customer shall instead be deemed personally liable as if s/he had signed the Contract as the Customer.
- 1.4 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.5 Words imparting the singular number shall include the plural and vice versa.
- 1.6 References to any gender shall include the other gender.

## **2 Basis of Sale**

- 2.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Supplier in writing. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.2 No variation to these Terms and Conditions, or to the Contract, shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.
- 2.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods are subject to alteration without notice

and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods shall be binding on the Supplier unless the Supplier has accepted a Purchase Order placed by the Customer by whichever is the earlier of:

- 2.4.1 the Supplier's written acceptance;
- 2.4.2 delivery of the Goods; or
- 2.4.3 the Supplier's invoice.

2.4 A quotation shall only be valid for a period of 30 days from its date of issue, unless specified otherwise therein.

2.5 Any typographical, clerical, or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

2.6 These Terms and 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.

### **3 Orders and Specifications**

3.1 No Purchase Order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.

3.2 The Purchase Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms and Conditions. The Customer is responsible for ensuring that the terms of the Purchase Order and any applicable Specification submitted by the Customer are complete and accurate. For the avoidance of doubt the Supplier shall not be held responsible for any errors approved or inaccurate Specifications.

3.3 The specification for the Goods shall be that set out in the Supplier's sales documentation unless varied expressly in the Purchase Order (if such variation(s) is/are accepted by the Supplier).

3.4 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 3.4 shall survive termination of the Contract.

3.5 Illustrations, photographs, or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.

3.6 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

3.7 No Purchase Order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

3.8 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 Terms and Conditions.

### **4 Price**

4.1 The Contract Price of the Goods shall be the price listed in the Purchase Order current at the date of acceptance of the Purchase Order or such other price as may be agreed in writing by the Supplier and the Customer.

4.2 Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be valid for 30 days only or such other time as the Supplier may specify.

4.3 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

4.4 Except as otherwise stated under the terms of any quotation or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are exclusive of the Supplier's charges for packaging and transport.

4.5 The Contract Price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Customer shall be additionally liable to pay to the Supplier, and which shall be detailed on the Quotation.

### **5 Payment**

5.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the Contract Price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Supplier shall be entitled to invoice the Customer for the Contract Price at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.

5.2 The Customer shall pay the Contract Price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) within 30 days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date, notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the Contract Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

- 5.4 The Supplier is not obliged to accept Purchase Orders from any customer or Customer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods will be delivered to the Customer other than against forward payment, or payment prior to manufacture, provided all previous outstanding payments have been made. All such payments must be made by electronic transfer.

## **6 Delivery**

- 6.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the Purchase Order as the location to which the Goods are to be delivered by the Supplier or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.
- 6.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Supplier to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 6.4 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 9.1, risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.
- 6.5 The Customer shall arrange to dispose of all delivery packaging unless otherwise agreed with Supplier.
- 6.6 The Customer warrants that from the delivery date that it shall ensure that Goods are stored correctly throughout the lifetime and Goods are not to be used for radiation protection without professional advice and approval for use in the application and environment.

## **7 Non-Delivery**

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

## **8 Inspection/Shortage**

- 8.1 The Customer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- 8.2 Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not examined".
- 8.3 The Supplier shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection or cannot be established after assessment by the Customer if the provisions of this Clause 8 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to the Supplier within 5 Business Days of delivery detailing the alleged damage or shortage.
- 8.4 In all cases where defects or shortages are complained of the Supplier shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Supplier before any use is made thereof or any alteration or modification is made thereto by the Customer.
- 8.5 Subject to sub-Clauses 8.4 and 8.5, the Supplier shall after carrying out investigation, make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

## **9 Risk and Retention of Title**

- 9.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
- 9.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection; or
- 9.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods.
- 9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 9.3 Sub-Clause 9.2 notwithstanding, legal, and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the Contract Price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- 9.4 Until payment has been made to the Supplier in accordance with these Terms and Conditions and the Contract and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 9.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 9.6 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 9.4.
- 9.7 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
- 9.7.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;

- 9.7.2 the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- 9.7.3 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 9.7.4 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating chargeholder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

## 10 Assignment

- 10.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer.
- 10.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

## 11 Warranty and Return of Defective Goods

- 11.1 The Supplier warrants that on delivery, and for a period of 24 months from the date of delivery (Warranty Period), unless otherwise specified the Goods shall conform with their description and any applicable Specification and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 11.2 If, however on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Customer gives written notice of such defect to the Supplier within 5 Business Days of such delivery, the Supplier shall at its option and subject to availability:
  - 11.2.1 replace the defective Goods as soon as reasonably practicable of receiving the Customer's notice; or
  - 11.2.2 refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective (as agreed between the Parties);

but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused, or notice given by the Customer as set out above.
- 11.3 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods, but the Supplier shall have no further liability to the Customer.
- 11.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in Clause 11.1 if:
  - 11.4.1 the Customer makes any further use of such Goods after giving notice in accordance with Clause 11.2;
  - 11.4.2 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;
  - 11.4.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
  - 11.4.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
  - 11.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - 11.4.6 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.
- 11.5 Except as provided in this Clause 11, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 11.1.
- 11.6 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party. The Supplier accepts no liability, express or implied, for any life or wear of the Goods or their quality or suitability for any particular purpose or use under specific conditions. It is the Customer's sole responsibility to ensure that the Goods meets its requirements.
- 11.7 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. For the avoidance of doubt 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.
- 11.8 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms and Conditions, the Supplier shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Customer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer.
- 11.9 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.
- 11.10 The Customer is responsible for carrying out quality checks on the Goods after delivery and before use. Customer also warrants that the Customer shall perform ongoing quality checks on the Goods and keep records of Goods received by taking pictures and ensuring that Goods are stored in accordance with the manufacturer's specifications.
- 11.11 These Terms and Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

## 12 Customer's Default

- 12.1 If the Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- 12.1.1 cancel the Purchase Order or suspend any further deliveries to the Customer;
  - 12.1.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and
  - 12.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 12.2 This Clause 12.2 applies if:
- 12.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
  - 12.2.2 the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
  - 12.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
  - 12.2.4 the Customer ceases, or threatens to cease, to carry on business; or
  - 12.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 12.3 If sub-Clause 12.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 13 Limitation of Liability

- 13.1 Subject to the provisions of Clauses 6, 7 and 11 (as it relates to Defective Goods) the following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 13.1.1 any breach of these Terms and Conditions or the Contract;
  - 13.1.2 any use made (including but not limited to modifications) or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
  - 13.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 13.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
- 13.3.1 for death or personal injury caused by the Supplier's negligence;
  - 13.3.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
  - 13.3.3 for fraud or fraudulent misrepresentation.
- 13.4 Subject to sub-Clauses 13.2 and 13.3:
- 13.4.1 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and
  - 13.4.2 the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 14 Confidentiality, Publications and Endorsements

- 14.1 The Customer will regard as confidential the contract and all information obtained by the Customer relating to the business and/or products of the Supplier and will not use or disclose to any third party such information without the Supplier's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Customer's default.
- 14.2 The Customer will not use, authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Supplier is licensed to use or which is owned by the Supplier upon any premises, note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Supplier and (where appropriate) its licensor.
- 14.3 The Customer will use all reasonable endeavours to ensure compliance with this Clause 14 by its employees, servants and agents.
- 14.4 The provisions of this Clause 14 shall survive the termination of the Contract.

## **15 Communications**

- 15.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 15.2 Notices shall be deemed to have been duly given:
- 15.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
  - 15.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
  - 15.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - 15.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 15.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

## **16 Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## **17 Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

## **18 Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

## **19 Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **20 Law and Jurisdiction**

- 20.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 20.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.