



## Terms & Conditions of Sale

### 1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out below apply to these Conditions.

**“Account”** a trading account for the Buyer administered by the Seller to facilitate the Buyer’s purchase of Goods and/or Services.

**“Account Statement”** the statement issued to the Buyer (provided they have an Account) on a monthly basis detailing Orders placed in that month, and the total balance of the Account.

**“Buyer”** the person or firm who purchases the Goods and/or Services from the Seller.

**“Conditions”** these standard terms and conditions of sale, as amended from time to time

**“Contract”** the contract between the Buyer and the Seller for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

**“Deliverables”** all documents, products and materials developed by the Seller or its agents, sub-contractors, consultants and employees in relation to the Services, in any form, including without limit computer programs, data reports and specifications (including drafts).

**“Goods”** the goods (or any part of them) agreed to be supplied by the Seller to the Buyer in accordance with the Contract.

**“Intellectual Property Rights”** all patents, rights to inventions, copyright, trade marks, domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information, and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**“Order”** the order for Goods and/or Services received by the Seller from the Buyer, whether verbally or in writing.

**“Seller”** Leyland Exports Ltd or any of its trading divisions, **“Services”** the services (or any part of them) including the provision of Deliverables, supplied by the Seller to the Buyer in accordance with the Contract.

**“Working Day”** a day other than a Saturday, Sunday or public holiday.

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

1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.5 Words in the singular include the plural and vice versa.

1.6 A reference to “writing” or “written” includes faxes and emails.

### 2 BASIS OF THE CONTRACT

2.1 The Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Seller issues verbal or written acceptance of the Order, at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

2.4 Any drawings, descriptive matter or advertising issued by the Seller, and any descriptions of the Goods, or illustrations or descriptions of the Services, contained in the Seller’s catalogues, brochures, or on their website, are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, Account Statement, invoice or other document or information issued by the Seller, shall be subject to correction without any liability on the part of the Seller.

2.6 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specifications) placed by the Buyer, particularly in respect of Orders placed verbally, and for giving the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

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

2.8 Any quotation given by the Seller shall not constitute an offer, and is only valid for a period of 60 Working Days from its date of issue.

2.9 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other

is specified.

### 3. GOODS AND SERVICES

- 3.1 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller, in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification. 3.2 The Seller reserves the right to make any changes to the specification of the Goods and/or Services which are required to conform with any applicable safety or other statutory or EU requirements, and/or recommended practice, and to make changes to the specification of the Goods and/or Services which do not materially affect their quality.
- 3.3 No Orders may be cancelled by the Buyer once the Seller has worked on it, except at the Seller's discretion (and if the Buyer is acting otherwise than in accordance with a business, subject to their statutory rights). The Buyer shall indemnify the Seller in full against all reasonable losses (including loss of profit), costs (including the cost of all labour and materials used), and expenses incurred by the Seller as a result of cancellation.

### 4 DELIVERY AND DELAY

- 4.1 Any delivery charges, if applicable, relating to the delivery of the Goods by the Seller in accordance with condition 4.2.2 below, shall either be notified to the Buyer at the time the Order is placed, or upon confirmation by the Seller of the cost, if later.
- 4.2 Delivery of the Goods shall be deemed to have taken place:
- 4.2.1 where the Goods are to be collected by the Buyer from the Seller's premises, when those Goods have been loaded onto the Buyer's or the Buyer's carrier's vehicle;
- 4.2.2 where the Goods are to be delivered by the Seller or its carrier, when the Goods arrive at the location as notified to the Seller by the Buyer when the Order is placed; or
- 4.2.3 where the Buyer has failed to collect the Goods within five 5 Working Days of being notified that the Goods are available for collection, or take delivery of the Goods, in accordance with conditions 4.2.1 and 4.2.2 respectively, upon the Seller placing the Goods into storage, whereupon the Seller shall be entitled to charge the Buyer for all costs associated with such storage (including the cost of insurance) until actual delivery takes place.
- 4.3 The Buyer must forward any Order query in writing to the Seller, no later than seven (7) days after the receipt of the Goods and /or performance of the Services ("**Order Query Notification Period**") together with any data relevant to the query being raised. If the Buyer fails to notify the Seller within the Order Query Notification Period, the query will be deemed to have been resolved. The Seller is under no obligation to consider an Order query raised after the expiry of the Order Query Notification Period.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by an event beyond its reasonable control, or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an event beyond its reasonable control, or the Buyer's failure to provide the Seller with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If, twenty 20 Working Days after the Seller notified the Buyer that the Goods were ready for delivery, the Buyer has not accepted or taken delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods, and after deducting reasonable storage and selling costs, charge the Buyer for any shortfall below the price of the Goods.
- 4.7 Where the Goods are to be delivered or Services are to be performed in installments, each delivery and each performance shall constitute a separate Contract, and shall be invoiced accordingly. Failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 4.8 If the Goods are to be delivered or the Services are to be performed in installments and the Buyer cancels the Contract, then the Buyer shall promptly pay such sum as the Seller notifies the Buyer as representing an appropriate part of the Contract price for Goods supplied and/or for Services performed prior to the date of cancellation and the Seller shall be entitled to retain and set off any deposit or other interim payment towards such sum.
- 4.9 For the avoidance of doubt "guaranteed next day delivery" (where applicable) means that the Goods can be delivered on the next Working Day but not that they can be delivered by a particular time on that day. The Seller can arrange for guaranteed delivery on the morning of the next Working Day on payment of an additional fee by the Buyer.
- 4.10 The Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 4.11 The Seller shall have the right to make changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and the Seller shall notify the Buyer in any such event.

### 5 PRICE AND PAYMENT

- 5.1 The price of the Goods and/or Services shall be the Seller's quoted price, or where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the Order by the Seller. All prices quoted are valid for 60 Working Days only after which time they may be altered by the Seller without giving notice to the Buyer.
- 5.2 The prices quoted are exclusive of delivery costs and any applicable Value Added Tax or other levy or tax, which the Buyer shall additionally be liable to pay. The Buyer shall also pay, in addition to the Contract price, any extra costs that

may be incurred by the Seller by reason of any alteration in design, quantity, quality, specification or manufacturing details (including the corrections of any error therein) of the Goods and/or Services by the Buyer.

- 5.3 All the provisions of these Conditions and the Contract applicable to payment of the price of the Goods and/or Services shall apply equally to the payment by the Buyer of any additional costs set out in these Conditions.
- 5.4 The Seller may, by giving notice to the Buyer at any time before performance or delivery, increase the price of the Goods or Services to reflect any increase in cost which is due to any factor beyond the control of the Seller, including without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increases in the costs of labour, materials or other costs of manufacture.
- 5.5 Where the Buyer has an Account, the Seller will issue an Account Statement to the Buyer on a monthly basis, provided there has been at least one transaction since the date of the preceding Account Statement. The balance as set out in the Account Statement for Orders due for payment shall be payable by the Buyer in full by the date set out in the Account Statement by direct debit or bank transfer.
- 5.6 Where the Buyer doesn't have an Account, or has defaulted under the terms of an Account, the Buyer shall be required to pay for an Order in full in advance, or may be asked if they want to open an Account in accordance with condition 5.10.
- 5.7 The time for payment shall be of the essence of the Contract. If the Buyer fails to make any payment due to the Seller by the due date then, without prejudice to any other right or remedy available to the Seller, the Seller may:
  - 5.7.1 terminate the Contract;
  - 5.7.2 suspend further trading, deliveries and/or performance to the Buyer of the Goods and/or Services;
  - 5.7.3 cancel any outstanding Orders from the Buyer;
  - 5.7.4 charge interest on the overdue amount at the rate of four (4) per cent per annum above Lloyds TSB base rate from time to time accruing on a daily basis, from the due date for payment, until payment is made in full, whether before or after judgment; and
  - 5.7.5 instruct a third party to obtain payment from the Buyer on behalf of the Seller, the costs of which the Buyer shall be liable for.
- 5.8 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding, except as required by law, and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part.
- 5.9 The Buyer must forward any query relating to an Account Statement in writing to the Seller, within seven (7) days of receipt ("**Account Query Notification Period**") together with any data relevant to the query being raised. If the Buyer fails to notify the Seller within the Account Query Notification Period, the query will be deemed to have been resolved. The Seller is under no obligation to consider an Account Statement query raised after the expiry of the Account Query Notification Period.
- 5.10 Subject to the Buyer satisfying such credit checks as the Seller deems appropriate, the Seller will establish an Account for the Buyer. If the Buyer defaults on its Account, the Seller reserves the right to only enter into a Contract with the Buyer on the condition that the Buyer pays in advance for the Goods and/or Services.

## 6 TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Buyer on completion of delivery, in accordance with condition 4.
- 6.2 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for the Goods, and any other goods that the Seller has supplied to the Buyer in respect of which payment has become due.
- 6.3 Until title to the Goods has passed to the Buyer, the Seller shall:
  - 6.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;
  - 6.3.2 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller property;
  - 6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from the date of delivery; and
  - 6.3.5 notify the Seller immediately if it becomes subject to any of the events listed in condition 12.1.
- 6.4 The Buyer may resell or use the Goods delivered to the Buyer but which are still owned by the Seller in the ordinary course of its business, subject to a right for the Seller to terminate such right to resell or use the Goods at any time upon written notice. Such right shall terminate automatically upon any of the events set out in condition 12.1 occurring.
- 6.5 If the Buyer sells the Goods pursuant to the rights granted in condition 6.4 above, the Buyer shall hold the proceeds of sale as trustee for the Seller until the Contract price has been paid and shall open a separate account with its bankers for the sole purpose of receiving the proceeds of sale of the Goods and paying out of it the price of the Goods to the Seller.
- 6.6 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in condition 12.1, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
- 6.7 The Buyer 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 Seller, but if the Buyer does so, all monies owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

## **7. QUALITY OF GOODS AND SERVICES**

- 7.1 Parts, materials or equipment not manufactured by the Seller are not covered by the Seller's warranty and the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 7.2 The Seller warrants that on delivery and for a period of 12 months from the date of the delivery (**Warranty Period**), the Goods shall:
- 7.2.1 conform in all material respects with their description; and
- 7.2.2 be free from material defects in design, material and workmanship.
- 7.3 Subject to condition 7.4, if:
- 7.3.1 the Buyer gives notice in writing 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 condition 7.2.
- 7.3.2 the Seller is given reasonable opportunity of examining such Goods; and
- 7.3.3 the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business of the Buyer's cost within a reasonable time following the notice referred to in condition 7.3.1.  
the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.4 The Seller shall not be liable for the Goods failure to comply with the warranty in condition 7.2 if:
- 7.4.1 the Buyer makes any further use of such Goods after giving a notice in accordance with condition 7.3.
- 7.4.2 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.
- 7.4.3 the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer.
- 7.4.4 the Buyer alters or repairs such Goods without the written consent of the Seller.
- 7.4.5 the defect arises as a result of fair wear and tear, willful damage, negligence or abnormal working conditions, including working without limit operation without adequate coolants or lubricants, over fuelling, over speeding, lack of maintenance of cooling, lubricating or intake systems, improper storage, starting, warm-up, run-in or shutdown practices, incorrect oil or fuel or by water, dirt or other contaminants in the fuel or oil.
- 7.5 Except as provided in condition 7, the Seller shall have no liability to the Buyer in respect of the Goods failure to comply with the warranty set out in condition 7.2
- 7.6 The Seller excludes all conditions and warranties, express (other than set out in these conditions) or implied.
- 7.7 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Seller under condition 7.3.
- 7.8 The Seller warrants to the Buyer that the Services will be provided using reasonable care and skill.

## **8 LIMITATION OF LIABILITY**

- 8.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 8.1.2 fraud or fraudulent misrepresentation;
- 8.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979.
- 8.2 Subject to condition 8.1:
- 8.2.1 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss (whether direct or indirect) of profit, business or revenue, or for any indirect or consequential loss, damage, cost or expense arising under or in connection with the Contract; and
- 8.2.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract (except for those excluded in these Conditions), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the supply.
- 8.3 Except as set out in these Conditions, all warranties, conditions or other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.4 This condition 8 shall survive termination of the Contract.

## **9 INTELLECTUAL PROPERTY**

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services shall be owned by the Seller.
- 9.2 The Intellectual Property Rights subsisting or which subsequently subsist in all Deliverables shall belong to the Seller absolutely, and they shall not be reproduced or disclosed or used in their original or translated form by the Buyer for any purpose other than that for which they were furnished, without the Seller's prior written consent.
- 9.3 The Seller accepts no responsibility for the accuracy of drawings, patterns or specifications supplied by the Buyer. The Buyer shall indemnify the Seller against all claims whatsoever for damages and costs and against all liability in respect of
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any infringement of a third party's Intellectual Property Rights resulting from compliance with the Buyer's instructions, express or implied, and pay all costs and expenses which may be incurred by the Seller in reference to any such claim.9.4 If any claim is made against the Buyer by a third party in respect of an infringement of their Intellectual Property Rights with regards to the Good and/or Services, the Buyer must:

9.4.1 give the Seller full control of any proceedings or negotiations in connection with any such claim;

9.4.2 give the Seller all reasonable assistance for the purpose of such proceedings or negotiations;

9.4.3 except pursuant to a final award, not pay or accept any such claim or compromise any such proceedings without the consent of the Seller (which shall not be unreasonable withheld);

9.4.4 pay all of the Seller's costs arising out of such claims and/or the Seller's defence of it, if it relates to the infringement of a third party's Intellectual Property Rights in any drawings or specification provided by the Buyer.

9.4.5 do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement.

9.5 The Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any third party in respect of any claim.

## 10 LIEN

The Seller shall, in respect of debts owed to it by the Buyer pursuant to the Contract, or any other contract between the parties, have a lien over all goods, vehicles or parts of vehicles handed or delivered to the Seller by the Buyer, or otherwise in the possession of the Seller and owned or used by the Buyer, until all monies due to the Seller from a Buyer have been paid in full, and shall be entitled, upon the expiration of fourteen (14) days' notice to the Buyer, to dispose of such goods, vehicles or other property as it thinks fit and to apply any proceeds of sale thereof (after deducting the Seller's reasonable selling expenses) towards the payment of such debts.

## 11 REPAIRS

If, in the provision of the Services, any goods or other materials received by the Seller from the Buyer are not removed within seven (7) days of the Seller's request to the Buyer to remove the same, the Seller may charge for storage (at the rate at which it normally charges for storage) and may at any time thereafter sell the goods or other materials and deduct all unpaid charges for the Services or storing the goods, together with any other reasonable expenses incurred by the Seller out of the proceeds of sale, the balance being paid to the Buyer. Any defective goods or other materials which are not fit for further use and which are not collected by the Buyer within seven (7) days of the Seller's request that they be collected, will be disposed of and the Seller will not be called upon to make any payment to the Buyer in respect thereof. ]

## 12 TERMINATION OF CONTRACT

12.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

12.1.1 the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order goes into liquidation or (being an individual) is declared bankrupt; or

12.1.2 an encumbrancer takes possession, or a receiver or administrative receiver is appointed, over any of the property or assets of the other party; or

12.1.3 the other party ceases or threatens to cease to carry on business; or

12.1.4 the other party becomes subject to or bound by any event or circumstances similar to any of the events or circumstances mentioned above in any jurisdiction; or

12.1.5 the other party reasonably believes that any of the events mentioned above is about to occur.

12.2 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect, or suspend the supply of Services, or all further deliveries of Goods under the Contract, or any other contract between the Buyer and the Seller, in each case by giving written notice to the Buyer, if the Buyer 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:

12.3.1 the Buyer shall immediately pay to the Seller all amounts outstanding to it under the Contract, including any applicable interest;

12.3.2 the Buyer shall return any Deliverables which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

12.3.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

12.3.4 conditions which expressly or by implication have effect after termination shall continue in full force and effect.

## 13 GENERAL

13.1 The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract, and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.2 The Seller is a member of a group of companies and the Seller may, at its sole discretion, perform any of its obligations or exercise any of its rights under the Contract by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.

- 13.3 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Seller, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- If the Force Majeure Event prevents the Seller from providing any of the Goods and/or Services for more than four (4) weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.
- 13.4 Any notice or other communication to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, at its registered office (if a company) or (in any other case) its principal place of business or address, or sent by fax or email to the other party's main fax number or email address. It shall be deemed to have been duly received if delivered personally, when left at such address, if sent by prepaid first-class post at 9.00am on the second Working Day after posting, or if sent by fax or email upon transmission of the fax or receipt of the email, provided received before 5pm on a Working Day, otherwise it will be deemed to have been received on the following Working Day.
- 13.5 No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13.6 If a court or an other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.7 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.8 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 13.9 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 13.10 No variation or modification of these Conditions will bind the Seller unless specifically agreed in writing between authorised representatives of the Seller and the Buyer.
- 13.11 The Buyer:
- 13.11.1 shall not disclose to any third party any confidential information or documentation relating to the business of the Seller, except to those of its employees, agents or subcontractors who has to know such information for the purpose of complying with the Buyer's obligations under the Contract, including without limit, any Order or quotation, or the existence or content of the Contract, and shall ensure that its employees, agents or subcontractors who have such information disclosed to them in accordance with this condition are subject to obligations of confidentiality corresponding with those of the Buyer.
  - 13.11.2 agrees that the Seller may exchange information about the Buyer and their Account, including details of Orders, with members of the Seller's group of companies and other companies (who may include competitors) selected by the Seller for the purpose of assessing credit and financial risk and to assist in the purpose of recovering debt.
- 13.12 Notwithstanding the provisions set out in these Conditions, if the Buyer is contracting as a consumer, their statutory rights are not affected by any of these Conditions. For further information regarding statutory rights, the Buyer is advised to contact their local Citizens Advice Bureau.
- 13.13 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual dispute or claims), shall be governed by, and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.