

## CONDITIONS OF SALE

### 1. **GENERAL**

1.1. In these conditions of sale (the "**Conditions**") the following definitions shall apply:

"**Company**" means Plus Opto Limited (registered number 2987120) whose registered office is at B13 Derwent Court, William Way, Moss Industrial Estate, Leigh, Lancashire WN7 3PT;

"**Contract**" means any contract between the Company and the Customer for the sale and purchase of the Goods, incorporating these Conditions;

"**Customer**" means the person, firm or company who purchases the Goods from the Company;

"**Goods**" means any goods agreed to be supplied to the Customer by the Company (including any parts of them); and

"**Specification**" means any agreed specification for the Goods, which has been notified to the Customer by the Company in writing, or which is otherwise agreed between the Customer and the Company in writing.

### 2. **BASIS OF CONTRACT**

2.1. Subject to any variation under condition 2.2, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document) and the Company shall not be deemed to have accepted any such terms or conditions by reason of its failure to expressly object to the same.

2.2. These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.3. Each order or acceptance of a quotation for the Goods by the Customer from the Company shall be deemed to be an offer by the Customer to buy the Goods subject to these Conditions.

2.4. No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Customer.

2.5. Any quotation is given on the basis that no contract shall come into existence until the Company despatches an acknowledgement of order to the Customer. Subject to condition 7.3, any quotation is valid for period of 30 days only from its date, provided that the Company has not previously withdrawn it.

2.6. No order accepted by the Company may be cancelled or varied by the Customer except with prior written consent of the Company and then only upon the Customer indemnifying the Company in full against all losses, costs, and expenses incurred or suffered by the Company as a result of such cancellation.

- 2.7. The Customer shall be responsible for satisfying itself of the fitness and suitability of the Goods for their purpose and for ensuring the accuracy of the terms of any order (including any applicable specification) submitted or requested by the Customer and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with these Conditions.

### 3. **CUSTOMER CREDIT CHECKS**

- 3.1. The Customer acknowledges and agrees that the Company may undertake credit checks in relation to the Customer, either before or after acceptance by the Company of any order (or any acceptance of quotation) submitted by the Customer. The Customer consents to the Company undertaking such credit checks and agrees that the Company's acceptance of any order (or acceptance of quotation) submitted by the Customer, is conditional upon the Company obtaining satisfactory credit checks for the Customer.
- 3.2. If any credit checks undertaken by the Company are not, in the Company's absolute discretion, satisfactory, the Company may either (in its absolute discretion):
- 3.2.1. decline to accept any order (or acceptance of quotation) submitted by the Customer; or
  - 3.2.2. withdraw or cancel its acceptance of any order (or acceptance of quotation) already communicated to the Customer; or
  - 3.2.3. require that the price for any Goods ordered by the Customer be paid in full in advance of such Goods being despatched for delivery to the Customer..

### 4. **DELIVERY**

- 4.1. Any dates specified by the Company for delivery are intended to be an estimate only and time for delivery shall not be of the essence. If no dates are so specified, delivery shall be within a reasonable time.
- 4.2. The Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 30 days.
- 4.3. The Company shall deliver the Goods to the Customer either by post or by other carrier.
- 4.4. Delivery shall take place at the time the Goods are placed in a post box or delivered to or collected by the postal authorities or other carrier (as the case may be).
- 4.5. Risk in the Goods shall pass to the Customer at the time of delivery.
- 4.6. If for any reason the Customer fails to accept delivery of any of the Goods or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
- 4.6.1. risk in the Goods shall pass to the Customer (including for loss or damage caused buy the Company's negligence);
  - 4.6.2. the Goods shall be deemed to have been delivered; and

- 4.6.3. the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.7. The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quality received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 4.8. In the event that a Customer makes any complaint regarding alleged damaged Goods or Goods which have been under delivered or not delivered, the Company shall at its sole discretion be entitled to supply replacement Goods to remedy any under delivery, non-delivery or damage free of charge or at the Company's discretion, refund to the Customer the price of the relevant Goods or issue a credit note, but the Company shall have no further liability to the Customer in respect thereof.
- 4.9. The Customer shall provide at delivery and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 4.10. If the Customer fails to take delivery of the Goods at the time stated for delivery the Company shall be entitled, without prejudice to any other rights it may have to:
- 4.10.1. store the Goods at the cost; and
- 4.10.2. to the extent it has not already done so, invoice the Customer for such Goods forthwith and to take the invoice into account; and/or
- 4.10.3. if the invoice remains unpaid after fourteen (14) days after the due date, sell the Goods to a third party at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the Price under the Contract or charge the Customer for any shortfall below the Price under the Contract.
- 4.11. The Company shall take reasonable care to ensure that the Goods are delivered to or collected by the postal authorities or other carriers in a condition suitable for delivery.

## 5. **INSTALMENTS**

- 5.1. Except where otherwise expressly agreed in writing by the Company, the Company shall be entitled to deliver the Goods by one or more instalments. Where the Goods are delivered in instalments, whether at the Company's election or at the request of the Customer, each such instalment shall be treated as a separate Contract and shall be invoiced and paid for separately in accordance with these Conditions. Failure by the Company to deliver one or more instalments or cancellation or termination of any one Contract relating to an instalment shall not entitle the Customer to repudiate or cancel any other Contract or instalment.
- 5.2. Where the Goods are delivered to the Customer by instalments or over a period and the Customer has failed to pay on its due date any invoice for Goods already delivered the Company shall be entitled (without prejudice to any other rights it may have) to suspend delivery of further instalments of Goods until all amounts outstanding to the Company from the Customer shall have been paid or to terminate the Contract in relation to the Goods to the Customer.

## 6. **RETURNS**

- 6.1. No order for Goods accepted by the Company, can be cancelled or accepted for credit without the prior written agreement of the Company. If cancellation/credit is accepted by

the Company, the Customer must obtain a returns authorisation number from the Company prior to returning the Goods. Goods must then be returned, at the Customer's risk and expense, for receipt by the Company within seven (7) days of their delivery by the Company to the Customer and must be undamaged, in re-saleable condition and in original packaging (which shall include any of the Company's outer packaging). The Customer should return the Goods to "The Returns Department, Plus Opto Ltd. Derwent Court, William Way, Moss Ind. Est. Leigh, Lancs, WN7 3PT" quoting the Customer's order number. The Customer is responsible for returning Goods to the Company and for providing proof of delivery of such return. Goods returned after seven (7) days as 'unwanted' or 'incorrectly ordered' may (in the Company's absolute discretion) be accepted by the Company but will be subject to a restocking fee of 30% of the invoice value of the Goods.

- 6.2. The following types of Goods may not be returned and any attempt to return such Goods will not be accepted by the Company: (i) software; (ii) manual which have been opened; (iii) bespoke, made to order or specially constructed Goods; (iv) Goods which contain any of the hazardous substances referred to in the Directive 2002/95/EC on the Restriction of the Use of Certain Hazardous Substances in Electrical or Electronic Equipment; (v) non-stock items. Static-sensitive Goods supplied in sealed packaging may not be returned if the blister or 'peel' packs in which they are supplied have been opened, tampered with or damaged.

## 7. **PRICES**

- 7.1. Except where otherwise expressly stated by the Company in writing, any price quoted by the Company for the Goods is ex works price. The Customer shall pay the cost of delivering the Goods and the costs of packaging the same in addition to the purchase price of the Goods.
- 7.2. Except where otherwise expressly stated in writing by the Company, all prices quoted by the Company are exclusive of value added tax and any similar sales taxes which shall be charged and paid by the Customer at the rate in force at the date the Goods were invoiced.
- 7.3. Any price quoted by the Company for the Goods is subject to revision by the Company to take account of any increase in the costs of the Goods to the Company or of any other costs and expenses of the Company including without limitation any increases in materials, labour and overheads. The Company shall take reasonable steps to ensure that any increase in the price of the Goods shall be with effect from the date of the next order placed by the Customer. However, in the event the increase in the price is due to increase in the manufacturer's prices or due to any other cause beyond the reasonable control of the Company then the Customer reserves the right to increase the price with immediate effect in accordance with condition 7.4
- 7.4. The Company reserves the right, by giving 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 Company which is due to any factor beyond the control of the Company (such as without limitation any increase in the manufacturer's price, foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour materials or other costs of manufacture, any change in delivery dates, quantities or specification for the Goods which is requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions).
- 7.5. The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into any country of destination which is outside the UK and for the payment of any duties thereon. In particular, if any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods by the Customer the Customer shall obtain the same at its own expense and if necessary produce evidence of the same to the Company on demand. Failure to do so

shall not entitle the Customer to withhold or delay payment for the Goods. Any additional expenses or charges incurred by the Company resulting from such failure shall be for the Customer's account.

## 8. **PAYMENT AND INTEREST**

- 8.1. The Goods (and any instalment in the case of delivery by instalments) shall be paid for within thirty (30) days of the date of the relevant invoice. The payment of the price for the Goods is due in pounds sterling. The Company shall be entitled to invoice for the Goods at any time on, prior to or after the Goods being despatched.
- 8.2. If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of National Westminster Bank Plc accruing on a daily basis until payment is made from time to time, whether before or after any judgement. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.3. Time of payment shall be of the essence of the Contract.
- 8.4. No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.5. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 8.6. If the Customer fails to pay the Company any sum due pursuant to the Contract by the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 8.6.1. terminate the Contract or suspend all further deliveries of the Goods to the Customer; and/or
- 8.6.2. appropriate any payment made by the Customer to such Goods or Services supplied under any other contract between the Customer and the Company as the Company may think fit.
- 8.7. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

## 9. **TITLE TO THE GOODS**

- 9.1. Ownership of the Goods shall not pass to the Customer until the Company has received in full and cleared funds all sums due to it in respect of:
- 9.1.1. the Goods; and
- 9.1.2. all other sums which are or which become due to the Company from the Customer on any account.
- 9.2. Until ownership of the Goods has passed to the Customer, the Customer shall:
- 9.2.1. hold the Goods on a fiduciary basis as the Company's bailee;
- 9.2.2. store the goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

- 9.2.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 9.2.4. maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
- 9.3. Subject to condition 9.5, the Customer may resell the Goods before ownership has passed to it solely on the following conditions:
- 9.3.1. any sale shall be effected in the ordinary course of the Customer's business at full market value; and
- 9.3.2. any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 9.4. If the Customer shall make a new object from the Goods or mix the Goods with or attach to them any other object or if the Goods become a constituent of any other object the Customer shall store each new object or objects (the "**New Object(s)**") separately and shall transfer legal and equitable ownership thereof to the Company. Until all sums referred to in condition 9.1 above have been paid by the Customer the Customer shall hold the New Objects as agent on behalf of the Company but shall have the power to sell or deal with the same on the same conditions mutatis mutandis as those set out in condition 9.3 above.
- 9.5. The Customer's right to possession of the Goods and/or the New Objects, as well as the Customer's right resell the Goods and/ or New Objects, shall terminate immediately if:
- 9.5.1. the Customer suffers any of the events described in condition 14.1; or
- 9.5.2. the Customer fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer; or
- 9.5.3. the Customer encumbers or in any way charges any of the Goods and/ or New Objects.
- 9.6. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 9.7. The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.
- 9.8. On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 9 shall remain in effect.
10. **WARRANTY**
- 10.1. The Company warrants that on delivery, and for a period of twelve (12) months from the date of delivery (the "**Warranty Period**"), the Goods shall:
- 10.1.1. conform in all material respects with any applicable Specification for the Goods; and
- 10.1.2. be free from material defects in design, material and workmanship.

- 10.2. Subject to clause 10.3, if:
- 10.2.1. the Customer gives notice in writing to the Company during the Warranty Period that some or all of the Goods do not comply with the warranty set out in clause 10.1;
  - 10.2.2. the Company is given a reasonable opportunity of examining such Goods; and
  - 10.2.3. the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost,
- the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 10.3. The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 10.1 in any of the following events:
- 10.3.1. the Customer makes any further use of such Goods after giving notice in accordance with clause 10.2;
  - 10.3.2. the defect arises because the Customer failed to follow the Company's, or the relevant manufacturer's, oral or written instructions or recommendations as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - 10.3.3. the defect arises because the Customer has used the Goods otherwise than in accordance with the applicable Specification for the goods, or for some purpose not contemplated in the Specification;
  - 10.3.4. the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer;
  - 10.3.5. the Customer alters or repairs such Goods without the written consent of the Company;
  - 10.3.6. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - 10.3.7. the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.4. Except as provided in this clause 10, the Company shall have no further liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 10.1.
- 10.5. 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.
- 10.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Company.
11. **LIMITATION OF LIABILITY**
- 11.1. Nothing in these Conditions shall limit or exclude the Company's liability for:
- 11.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

- 11.1.2. fraud or fraudulent misrepresentation;
  - 11.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - 11.1.4. defective products under the Consumer Protection Act 1987; or
  - 11.1.5. any other matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 11.2. Subject to condition 11.1 :
- 11.2.1. the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - 11.2.2. the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.
- 11.3. Subject to Condition 11.1 and save as expressly provided in Condition 10 elsewhere in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

## 12. **DESCRIPTIVE MATTER AND ILLUSTRATIONS**

- 12.1. Unless otherwise agreed in writing between the parties, all samples, statements, descriptions, performance, figures, drawings, particular weight and dimensions in any catalogue, brochure, advertisement, price list, leaflet or other publication or document are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.
- 12.2. The property and copyright in all drawings, specifications, descriptions and other documents supplied by the Company in relation to the Goods shall remain vested in the Company (or its licensors).
- 12.3. The Company reserves the right to update any specification of Goods (including any spare parts supplied) at any time without notice to the Customer.

## 13. **INTELLECTUAL PROPERTY**

- 13.1. The Customer shall not claim ownership of any patents, trade marks, names, copyrights, designs or other intellectual property rights ("**IPR**") in relation to the Goods and shall not do or omit to do anything which might infringe any IPR in relation to the Goods and the Customer shall indemnify the Company and keep it indemnified from and against all costs, claims, liabilities, proceedings, damages and expenses arising directly or indirectly as a result of any breach of the Customer's obligations under this condition.
- 13.2. In the event that the Company uses the specifications, designs, drawings, or other information supplied by the Customer to the Company to fulfil its obligations under the Contract then the Customer shall indemnify the Company and keep it indemnified from and against all costs, claims, liabilities, proceedings, damages and expenses arising directly or indirectly as a result of a claim by any third party that such specification, design, drawing or other information supplied by the Customer infringes any IPR or other rights of such third party.



13.3. The Customer shall notify the Company immediately of any infringement or apparent or threatened infringement of any IPR in relation to the Goods and the Customer shall provide the Company at the Company's expense with all assistance which the Company may reasonably require in connection therewith including but not limited to the prosecution of any actions which the Company may deem necessary for the protection of any IPR or other rights in relation to the Goods.

#### 14. **TERMINATION AND SUSPENSION**

14.1. If the Customer becomes subject to any of the events listed in this condition 14.1, the Company may terminate the Contract with immediate effect by giving written notice to the Customer. The relevant events are:

14.1.1. the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

14.1.2. the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

14.1.3. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

14.1.4. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

14.1.5. (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

14.1.6. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

14.1.7. (being an individual) the Customer is the subject of a bankruptcy petition or order;

14.1.8. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;

14.1.9. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 14.1.1 to 14.1.8 (inclusive);

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

- 14.1.11. the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
  - 14.1.12. (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;
  - 14.1.13. the Customer breaches any of its obligations under the Contract or any other contract between the Company and the Customer and fails to remedy such breach within thirty (30) days of being requested to do so in writing by the Company.
- 14.2. Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in condition 14.1, 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.
  - 14.3. On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
  - 14.4. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
  - 14.5. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
15. **FORCE MAJEURE**
  - 15.1. The Company shall not be liable to the Customer or incur any penalties for the failure to perform or for the delay in the performance of any of its obligations hereunder where such failure or delay is due wholly or in part directly or indirectly to causes beyond its reasonable control, including, but not limited to fire, storm, flood, earthquake, explosion, accident, war, acts of the enemy, riots, civil disorders, acts of terrorism, sabotage, strikes, lockouts, industrial disputes, labour shortages, work delays or stoppages power utility or energy failures or shortages of appropriate materials or unavailability of supplies or machinery breakdown in machinery or equipment transportation embargoes or delays, inclement weather delay on the part of third parties (including other trades) act of omissions of the Customer, acts of God or regulations or priorities of the government or branches or agents thereof.
16. **NOTICES**
  - 16.1. Any notice to be given under these Conditions may be sent first class pre-paid post addressed (a) (in the case of a notice to the Company) to its address stated above or on its quotation or (if none is so stated) either to its principle place of business or its registered office for the time being; (b) (in the case of a notice to the Customer) to its address stated on its order form (or as the case may be) any document accepting the Company's quotation or (if none is so stated) either to its principle place of business or its registered office for the time being or (c) (in either case) to such other address as the Company or the Customer shall have notified to the other for this purpose. Any notice given shall be deemed to have been received and given forty-eight hours after the same was posted.
17. **ASSIGNMENT**
  - The Company shall be entitled to assign or sub-contract all or any of its rights and obligations hereunder to any person, firm or company. The Customer shall not be entitled

to assign, transfer or otherwise delegate any of its rights or obligations hereunder without the prior written consent of the Company.

18. **GENERAL**

- 18.1. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 18.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.3. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.4. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.5. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 18.6. The Company is entitled to perform its rights and obligations under this Contract through any holding or subsidiary of the Company. For the purposes of this condition, holding company and subsidiary company shall have the same meaning ascribed to them by section 1159 of the Companies Act 2006.
- 18.7. Without prejudice to the provisions of condition 18.6 a person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1998 to enforce any term of the Contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

19. **GOVERNING LAW**

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law and each party thereto hereby submits to the exclusive jurisdiction of the English courts.