

1. Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Conditions	means the Supplier's terms and conditions of sale set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and the Customer for the sale and purchase of the Goods incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010
Customer	means the named party in the Contract which has agreed to purchase the Goods from the Supplier and whose details are set out in the Order;
Delivery	means the time the Goods are deemed to be delivered to the Customer under clause 6.2 ;
Documentation	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Goods;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
Goods	means the goods and other physical material set out in the Order and to be supplied by the Supplier to the Customer in accordance with the Contract;
Intellectual Property Rights	means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, know-how, trade secrets,

trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in computer software, mask works, topography rights, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case:

- (a) whether registered or not,
- (b) including any applications to protect or register such rights,
- (c) including all renewals and extensions of such rights or applications,
- (d) whether vested, contingent or future, and

wherever existing;

Location	means the address or addresses for delivery of the Goods as set out in the Order
Order	means an order for the Goods from the Supplier placed by the Customer in a form acceptable to the Supplier;
Price	has the meaning given in clause 3.1 ;
Specification	as defined in clause 9.5.3 ;
Supplier	means Comer Industries (UK) Ltd a private limited company registered in England and Wales with registration number 02297178
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods; and
Warranty Period	has the meaning given in clause 9.1 .

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.3 a reference to a party includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;

- 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form including email but not fax;
- 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;
- 1.2.11 a reference to legislation includes all subordinate legislation made under that legislation; and
- 1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2. Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Goods subject to the Contract including these Conditions.
- 2.5 If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
- 2.6 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier for 30 Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the earlier of:
 - 2.7.1 the Supplier's written acceptance of the Order; or
 - 2.7.2 the Supplier dispatching the Goods or notifying the Customer that they are available for collection (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply the Goods and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.

3. Price

- 3.1 The price for the Goods shall be as advised by the Supplier from time to time before the date the Order is placed (the "**Price**").
- 3.2 The Prices are exclusive of:

3.2.1 packaging, delivery, insurance, shipping carriage, and all other related charges or taxes which shall be charged in addition at the Supplier's standard rates, and

3.2.2 VAT (or equivalent sales tax).

For the avoidance of doubt, any new or changed taxes, charges and customs duties in relation to the Goods (including the subsequent non-validity of the long-term declaration for products having preferential origin) will not make the Orders ineffective or invalid.

3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

3.4 The Supplier may increase the Prices at any time by giving the Customer not less than 15 (fifteen) Business Days' notice in writing.

4. Payment

4.1 The Supplier shall invoice the Customer for the Goods, partially or in full, at any time following acceptance of the Order.

4.2 The Customer shall pay all invoices:

4.2.1 in full without any deduction or set off, in cleared funds within the time specified in each invoice; and

4.2.2 to the bank account nominated by the Supplier.

4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of JP Morgan Chase Bank from time to time in force, and

4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5. Credit limit

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6. Delivery

6.1 The Goods shall:

6.1.1 be delivered by the Supplier, or its nominated carrier to the Customer, to the Location on the date specified in accordance with the delivery terms provided by the Supplier to the Customer prior to delivery; or

6.1.2 be made available for collection by the Customer at the Supplier's or its carrier's premises, to the location on the date as advised by the Supplier to the Customer prior to delivery.

6.2 The Goods shall be deemed delivered:

6.2.1 if delivered by or on behalf of the Supplier under **clause 6.1.1** on arrival only of the Goods to the Location by the Supplier or its nominated carrier (as the case may be); or

6.2.2 if collected by the Customer under **clause 6.1.2**, on completion of the Goods being made available for collection by the Customer at the Supplier, or carriers, premises (as the case may be),

("Delivery").

6.3 The Supplier shall use its reasonable endeavours to meet delivery dates but such dates are indicative only, time is not of the essence in relation to the same.

- 6.4 The Supplier shall not be liable for any delay in or failure of delivery caused by:
- 6.4.1 the Customer's failure to make the Location available;
 - 6.4.2 the Customer's failure to prepare the Location as required for delivery of the Goods;
 - 6.4.3 the Customer's failure to provide the Supplier with adequate instructions for delivery and installation or otherwise relating to the Goods;
 - 6.4.4 the Customer's failure to collect the Goods;
 - 6.4.5 Force Majeure.
- 6.5 If the Customer fails to:
- 6.5.1 accept delivery of the Goods; or
 - 6.5.2 collect the Goods
- (as the case may be) the Supplier shall store and insure the Goods pending delivery or collection, and the Customer shall pay all costs and expenses incurred by the Supplier in doing so.
- 6.6 Subject to **clause 6.7**, if 15 (fifteen) Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods without any obligation or liability to the Customer, except as provided for in **clauses 6.6.1** and **6.6.2**. The Supplier shall:
- 6.6.1 deduct all storage charges at the Supplier's then-applicable rates and reasonable costs of resale; and
 - 6.6.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.
- 6.7 Where the Goods are, in the opinion of the Supplier specialised or customized, the Supplier can, by notice, deem the same incapable of resale or other disposal for the purposes of **clause 6.6** in which case the Customer shall remain responsible for the Price in full (to the extent not then paid) and all storage charges at the Supplier's then-applicable rates.
7. **Risk**
- Risk in the Goods shall pass to the Customer on Delivery.
8. **Title**
- 8.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.
- 8.2 Until title to the Goods has passed to the Customer, the Customer shall:
- 8.2.1 hold the Goods as bailee for the Supplier;
 - 8.2.2 store the Goods separately from all other material in the Customer's possession;
 - 8.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - 8.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;
 - 8.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;
 - 8.2.6 not remove or alter any mark on or packaging of the Goods;
 - 8.2.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in **clauses 15.1.1 to 15.1.4** or **15.2.1 to 15.2.13**; and

- 8.2.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.
- 8.3 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in **clauses 15.1.1 to 15.1.4** or **15.2.1 to 15.2.13**, the Supplier may:
- 8.3.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and
- 8.3.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
- 9. Warranty**
- 9.1 The Supplier warrants that the Goods shall, for a period of 12 (twelve) months from the date of commissioning or 2,000 (two thousand) hours of service, whichever comes first, and in any case no later than 24 (twenty four) months from the date of manufacture (the "**Warranty Period**"):
- 9.1.1 conform in all material respects to the Order; and
- 9.1.2 be free from material defects in design, material and workmanship.
- 9.2 The Customer warrants that it has provided the Supplier in writing with all relevant, full and accurate information as to the Customer's business and needs.
- 9.3 As the Customer's sole and exclusive remedy, the Supplier shall, at its option, repair, replace, or refund the Price of any of the Goods that do not comply with **clause 9.1**, provided that the Customer:
- 9.3.1 serves a written notice on the Supplier:
- 9.3.1.1 during the Warranty Period in the case of defects discoverable by a physical inspection; or
- 9.3.1.2 during the Warranty Period in the case of latent defects, within one month from the date on which the Customer became aware (or should reasonably have become aware) of the defect;
- 9.3.2 provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;
- 9.3.3 gives the Supplier a reasonable opportunity to examine the defective Goods; and
- 9.3.4 returns the defective Goods to the Supplier at the Customer's expense.
- 9.4 The provisions of these Conditions:
- 9.4.1 including the warranties set out in **clause 9.1**, shall apply to any of the Goods that are replaced; and
- 9.4.2 shall apply to any of the Goods that are repaired except where the Goods are repaired within the Warranty Period, the Warranty Period for such repaired Goods shall not be extended.
- 9.5 The Supplier shall not be liable for any failure of the Goods to comply with **clause 9.1**:
- 9.5.1 where such failure arises by reason of wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of the Goods;
- 9.5.2 to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance;

- 9.5.3 to the extent caused by the Supplier following any specification, instruction or requirement of or given by the Customer in relation to the Goods (“**Specification**”);
- 9.5.4 where the Customer modifies any Goods without the Supplier’s prior written consent or, having received such consent, not in accordance with the Supplier’s instructions; or
- 9.5.5 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with **clause 9.1**.
- 9.6 Except as set out in this **clause 9**:
- 9.6.1 the Supplier gives no warranties and makes no representations in relation to the Goods;
- 9.6.2 shall have no liability for their failure to comply with the warranty in **clause 9.1**; and
- 9.6.3 all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 9.7 The reference to Price in **clause 9.3** means the amount of the Price actually paid by the Customer at that time. If the Supplier elects to refund the Price under **clause 9.3** and not all of the Price has been repaid then such election shall be deemed to be a refund of the amount of the Price actually paid by the Customer at that time and the Customer shall not be obliged to pay the balance of the Price not then paid.
- 10. Indemnity**
- 10.1 The Customer shall indemnify the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses which the Supplier may suffer or incur directly or indirectly from the Customer’s breach of any of its obligations under the Contract.
- 11. Limitation of liability**
- 11.1 The extent of the parties’ liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this **clause 11**.
- 11.2 Subject to **clauses 11.5** and **11.6**, the Supplier’s total liability shall not exceed the sum of £10,000.
- 11.3 Subject to **clauses 11.5** and **11.6**, the Supplier shall not be liable for consequential, indirect or special losses.
- 11.4 Subject to **clauses 11.5** and **11.6**, the Supplier shall not be liable for any of the following (whether direct or indirect):
- 11.4.1 loss of profit;
- 11.4.2 loss of data;
- 11.4.3 loss of use;
- 11.4.4 loss of production;
- 11.4.5 loss of contract;
- 11.4.6 loss of opportunity;
- 11.4.7 loss of savings, discount or rebate (whether actual or anticipated);
- 11.4.8 harm to reputation or loss of goodwill;
- 11.4.9 loss, claim, liability or damage that arises or is incurred due to the Specification being incorrect, inaccurate, flawed, unsuitable (whether dimensionally, due to composition of materials or otherwise);

- 11.4.10 loss, claim, liability or damage that arises or is caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance; and/or
- 11.4.11 loss, claim, liability or damage that arises from or is incurred from the use or resale of the Goods by the Customer or of any product incorporating any of the Goods.
- 11.5 The limitations of liability set out in **clauses 11.2 to 11.4** shall not apply in respect of any indemnities given by the Customer under the Contract.
- 11.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 11.6.1 death or personal injury caused by negligence;
- 11.6.2 fraud or fraudulent misrepresentation;
- 11.6.3 any other losses which cannot be excluded or limited by Applicable Law;
- 11.6.4 any losses caused by wilful misconduct.
- 12. Intellectual property**
- 12.1 Intellectual Property Rights in connection with the Goods shall remain the Supplier's (or its licensor's) property and nothing in this Agreement is intended to pass ownership of such rights to the Customer.
- 12.2 Except as necessary to permit the Customer to possess and make use of the Goods, nothing in this Agreement grants the Customer a licence in relation to Intellectual Property Rights in connection with the Goods.
- 13. Confidentiality and announcements**
- 13.1 The Customer shall keep confidential all Confidential Information of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 13.1.1 any information which was in the public domain at the date of the Contract;
- 13.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 13.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier or
- 13.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 13.2 This **clause 13** shall remain in force in perpetuity.
- 13.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 14. Force majeure**
- Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 10 days, either party may terminate the Contract by written notice to the other party.
- 15. Termination**
- 15.1 The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

- 15.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;
 - 15.1.2 the Customer commits a material breach of the Contract which is not remedied within 10 Business Days of receiving written notice of such breach;
 - 15.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 30 days after the date that the Supplier has given notification to the Customer that the payment is overdue; or
 - 15.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 15.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 15.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 15.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
 - 15.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 15.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 15.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 15.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 15.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 15.2.8 has a resolution passed for its winding up;
 - 15.2.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 15.2.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 (seven) days of that procedure being commenced;
 - 15.2.11 has a freezing order made against it;
 - 15.2.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 15.2.13 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in **clauses 15.2.1 to 15.2.12** including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 15.3 The Supplier may terminate the Contract any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control
- 15.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this **clause 15**, it shall immediately notify the Supplier in writing.
- 15.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

16. Notices

- 16.1 Any notice or other communication given by a party under these Conditions shall:
- 16.1.1 be in writing and in English;
 - 16.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 16.1.3 be sent to the relevant party at the address set out in the Contract.
- 16.2 Notices may be given, and are deemed received:
- 16.2.1 by hand: on receipt of a signature at the time of delivery;
 - 16.2.2 by post: at 9.00 am on the second Business Day after posting;
 - 16.2.3 by post: at 9.00 am on the fourth Business Day after posting;
 - 16.2.4 by email on receipt of delivery to the correct address.
- 16.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with **clause 16.1** and shall be effective:
- 16.3.1 on the date specified in the notice as being the date of such change; or
 - 16.3.2 if no date is so specified, 10 (ten) Business Days after the notice is deemed to be received.
- 16.4 This **clause 16** does not apply to notices given in legal proceedings or arbitration.

17. Cumulative remedies

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

18. Time

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

19. Further assurance

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

20. Entire agreement

- 20.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 20.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 20.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

21. Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

22. Assignment

22.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

23. Set-off

23.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

23.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

24. No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

25. Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

26. Severance

26.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

26.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

27. Waiver

27.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

27.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

28. Compliance with law

The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

29. Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

30. Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

31. Third party rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

32. Governing law

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

33. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).