

# General Conditions of Sale

## 1. Definitions and interpretation

1.1 In these General Conditions of Sale (“Conditions”), the following definitions apply:

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“**Contract**” means the contract between the Supplier and the Purchaser for the sale and purchase of the Goods and, if applicable, the Services in accordance with these Conditions, incorporating the Supplier’s quotation and these Conditions.

“**Goods**” means the goods (or any part of them) to be supplied by the Supplier, as identified in the Supplier’s quotation.

“**Purchaser**” means the person, firm or company who purchases the Goods and, if applicable, the Services.

“**Services**” means the installation services (or any part of them) to be performed by the Supplier, if any, as identified in the Supplier’s quotation.

“**Supplier**” means Trak Conveyor Systems Limited trading as Trak Hupfer, registered in England and Wales with company number 02152142.

1.2 In these Conditions, the following rules of interpretation apply:

- 1.2.1 a reference to a person includes any form of legal entity;
- 1.2.2 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made thereunder; and
- 1.2.3 clause headings are for ease of reference only and shall not affect the interpretation of these Conditions.

## 2. Basis of Contract

- 2.1 The Supplier supplies the Goods and the Services exclusively on the basis of these Conditions, which apply to the Contract to the exclusion of any other terms and conditions that the Purchaser seeks to impose or incorporate via its order or otherwise, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Supplier’s quotation does not constitute an offer and is valid for 90 days from the date of its issue, unless otherwise stated therein.
- 2.3 The placing of an order by the Purchaser, whether on a standard order form or otherwise, shall be deemed to be an offer by the Purchaser to purchase the Goods and, if applicable, the Services in accordance with these Conditions. The order shall not be deemed to be accepted by the Supplier until the Supplier issues a written acceptance of the order, at which point the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements (whether written or oral) between the parties relating thereto. The Purchaser acknowledges that it has not relied on any written or oral statement, representation, misrepresentation, assurance or warranty given by the Supplier other than as expressly set out in the Contract.

## 3. Drawings and specifications

- 3.1 Information and illustrations contained in brochures, catalogues and other marketing material are regarded as approximations provided solely to indicate the nature of the Goods and/or the Services. They shall not form part of the Contract unless they have been expressly identified by the Supplier in writing as being binding.
- 3.2 Where either party makes available to the other drawings or technical documents relating to the Goods and/or the Services, such drawings or documents remain the property of the party providing them.
- 3.3 Except to the extent that the Goods are manufactured and/or the Services are provided to a design or specification produced by the Purchaser, all intellectual property rights in or arising out of the Goods and the Services shall be owned by the Supplier.
- 3.4 To the extent that the Goods are to be manufactured and/or the Services are to be provided in accordance with a design or specification produced by the Purchaser, the Purchaser shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses suffered or incurred by the Supplier in connection with any claim made against the Supplier for infringement of a third party’s intellectual property rights arising out of or in connection with the Supplier’s use of the Purchaser’s design or specification.

## 4. Changes to the Goods and/or the Services

- 4.1 The Supplier reserves the right to make any changes to the Goods and/or the Services which are necessary to achieve compliance with any applicable statutory or regulatory requirements. The Supplier shall notify the Purchaser of any increase to the price of the Goods and/or the Services arising as a result of such change.

## 5. Delivery of Goods

- 5.1 Unless otherwise agreed in writing, the Supplier shall deliver the Goods on an “ex-works” basis at the Supplier’s premises. The Purchaser shall collect the Goods from the Supplier’s premises within 3 Business Days of the Supplier notifying the Purchaser that the Goods are ready for

collection and delivery shall be completed upon the Purchaser’s arrival at the Supplier’s premises to collect the Goods.

5.2 If the Supplier agrees to deliver the Goods other than on an “ex-works” basis:

- 5.2.1 the Supplier shall select the method and location of delivery if not otherwise agreed;
- 5.2.2 where the Supplier is not providing Services in connection with the Goods, delivery of the Goods shall be completed on the Goods’ arrival at the delivery location and the Supplier (or its agent) shall have no responsibility whatsoever for the unloading of the Goods at the delivery location; and
- 5.2.3 where the Supplier is providing Services in connection with the Goods, delivery of the Goods shall be completed upon completion of the unloading of the Goods at the delivery location.

5.3 Any dates agreed for the delivery of the Goods are approximate only and the time of delivery is not of the essence.

5.4 The Supplier will inform the Purchaser if the Supplier anticipates that it will not be possible for the Goods to be delivered on any agreed date, indicating a revised date if possible. If the Supplier is delayed in delivering the Goods due to an event of the type described in clause 15.1 or any act or omission of the Purchaser, any agreed delivery dates shall be appropriately extended.

5.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Purchaser in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by an event of the type described in clause 15.1 or the Purchaser’s failure to provide the Supplier with any instructions relevant to the supply and delivery of the Goods.

5.6 The Goods may be delivered by the Supplier in advance of any agreed delivery date upon giving reasonable notice to the Purchaser.

5.7 The Supplier may deliver the Goods in instalments of reasonable sizes if so requested by the Purchaser. Instalments shall be invoiced and paid for separately. Each instalment shall constitute a separate contract, provided always that the Supplier may suspend delivery of any instalment under clause 10 whilst payment is overdue in respect of any previous instalments. Any defect in an instalment shall not entitle the Purchaser to cancel any other instalment.

5.8 If the Purchaser fails to collect the Goods or to take delivery of the Goods in accordance with these Conditions or fails to give the Supplier adequate delivery instructions, then:

- 5.8.1 delivery of the Goods shall be deemed to have been completed upon expiry of the 3 Business Day period stated in clause 5.1 (in the case of failure to collect or give adequate delivery instructions) or on the day that the Supplier (or its agent) first attempts to effect delivery (in the case of failure to take delivery);
- 5.8.2 the Supplier may put the Goods into storage at the Purchaser’s risk and shall be entitled to recover all storage and other costs incurred by the Supplier from the Purchaser as a debt;
- 5.8.3 the Supplier may dispatch the Goods to the Purchaser at the Purchaser’s cost and risk;
- 5.8.4 the Supplier shall be entitled to recover from the Purchaser as a debt any costs associated with failed delivery attempts;
- 5.8.5 if the Purchaser’s failure continues for 1 month or more, then if the Supplier has not dispatched the Goods to the Purchaser, Supplier may recover the price of the Goods from the Purchaser as a debt, or sell the Goods and recover from the Purchaser as a debt any shortfall between the price of the Goods and the price the Goods have been sold for, in addition to any selling expenses.

5.9 If the Purchaser considers the Goods are damaged or that the incorrect quantity of Goods has been delivered, the Purchaser must give notice to the Supplier immediately upon delivery by signing the delivery note as “damaged” or “incorrect quantity”.

5.10 If the Purchaser notifies the Supplier of damage under clause 5.9 and the damage occurred whilst the Goods were at the Supplier’s risk, the Supplier shall be entitled at its option to repair the damaged Goods, supply replacement Goods, or credit the Purchaser with the price of such Goods. The Purchaser shall provide the Supplier with reasonable access to inspect damaged Goods and shall retain the Goods’ packaging for inspection by the Supplier.

5.11 If the Purchaser notifies the Supplier of an incorrect quantity under clause 5.9, then where there is a shortfall in the quantity of Goods, the Supplier shall be entitled at its option to supply additional Goods to the Purchaser to make up the shortfall or credit the Purchaser with the price of any missing Goods. Where excess Goods are delivered, the Purchaser shall safely and securely store the excess Goods until the Supplier is able to collect them.

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### 6. Return of Goods

- 6.1 Goods may only be returned to the Supplier with the prior written agreement of the Supplier. Goods which are bespoke or customised cannot be returned and will be invoiced to the Purchaser in full.
- 6.2 The Supplier shall be entitled to invoice the Purchaser for 25% of the price of any returned Goods and such invoice shall be payable in accordance with clause 9.
- 6.3 Unless otherwise agreed in writing, any Goods which are returned to the Supplier shall be returned at the sole risk and cost of the Purchaser.

### 7. Performance of the Services

- 7.1 The Supplier shall provide the Services to the Purchaser in accordance with the Contract and using reasonable care and skill.
- 7.2 Any dates agreed for the performance of the Services are approximate only and the time of performance is not of the essence. If the Supplier fails to perform the Services on time, its liability shall be limited to the costs and expenses incurred by the Purchaser in obtaining similar replacement services in the cheapest market available, less the price of the Services. The Supplier shall not be liable for any delay in performance of the Services that is caused by an event of the type described in clause 15.1 or the Purchaser's failure to provide the Supplier with any instructions relevant to the performance of the Services.
- 7.3 The Purchaser shall:
  - 7.3.1 co-operate with the Supplier in all matters relating to the Services;
  - 7.3.2 provide the Supplier, its employees, agents and subcontractors, with access to the Purchaser's premises and other facilities as reasonably required by the Supplier to provide the Services;
  - 7.3.3 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate;
  - 7.3.4 prepare the Purchaser's premises for the supply of the Services;
  - 7.3.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services; and
  - 7.3.6 keep and maintain all materials, equipment, documents and other property of the Supplier at the Purchaser's premises in safe custody at its own risk, maintain the same in good condition until returned to the Supplier, and not dispose of or use the same other than in accordance with the Supplier's written instructions or authorisation.
- 7.4 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Purchaser or failure by the Purchaser to perform any relevant obligation, the Supplier shall be relieved from the performance of such obligation (without liability to the Purchaser) to the extent that the Purchaser's act, omission or failure prevents the Supplier from performing and the Purchaser shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Purchaser's act, omission or failure.

### 8. Prices

- 8.1 The price of the Goods and the Services shall be the price set out in the Supplier's quotation, or, if no price is quoted, the price set out in the Supplier's current price list. Prices are in GBP (£) and are exclusive of all packing, freight, carriage and insurance costs, which shall be invoiced to the Purchaser in addition to the price of the Goods and the Services.
- 8.2 The price of the Goods and the Services is exclusive of VAT. The Purchaser shall, on receipt of a VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and the Services.
- 8.3 The Supplier reserves the right to increase the price of the Goods and/or the Services by giving reasonable notice to the Purchaser at any time before delivery to reflect any increase in the cost of performing the Supplier's obligations under the Contract due to factors beyond the Supplier's control (such as increases in labour, materials and taxes), changes to the Goods and/or the Services under clause 4, changes requested by the Purchaser or delays caused by the Purchaser.

### 9. Payment

- 9.1 The Purchaser shall pay all invoices submitted by the Supplier in full within 30 days of the date of the invoice. Time of payment is of the essence.
- 9.2 The Purchaser shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Purchaser shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any amount. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Purchaser against any amount payable by the Supplier to the Purchaser.

### 10. Remedies for non-payment

- 10.1 If the Purchaser fails to pay any amount due under the Contract on the date that payment is required to be made:
  - 10.1.1 the Purchaser shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England base rate from time to time, such interest accruing on a daily basis from the due date until the actual date of payment of the overdue amount, whether before or after judgment;
  - 10.1.2 the Supplier shall be entitled to recover costs and compensation pursuant to the terms of the Late Payment of Commercial Debts (Interest) Act 1998; and
  - 10.1.3 the Supplier may suspend performance of any or all of its obligations under the Contract with immediate effect upon giving written notice to the Purchaser.
- 10.2 For the purposes of clause 16.3, failure to pay an amount due under the Contract on the date that payment is required to be made constitutes a material breach of the Contract.

### 11. Title and risk in the Goods

- 11.1 Risk of damage to or loss of the Goods shall pass to the Purchaser upon completion of delivery under clause 5.1 or clause 5.2, or upon deemed completion of delivery under clause 5.8.1.
- 11.2 Notwithstanding delivery and the passing of risk in the Goods, title to the Goods shall remain vested in the Supplier until the Supplier has received payment in full of the price of the Goods and the Services, and any other goods or services that the Supplier has supplied to the Purchaser in respect of which payment has become due, plus applicable VAT and any other sums chargeable under clause 8.
- 11.3 Until such time as title to the Goods passes to the Purchaser:
  - 11.3.1 the Purchaser shall keep the Goods separate from any property of the Purchaser and third parties and mark them in a manner which makes them readily identifiable as the property of the Supplier;
  - 11.3.2 the Purchaser shall keep the Goods safely and securely stored and protected against loss or damage; and
  - 11.3.3 the Purchaser shall be responsible for insuring the Goods against loss or damage and shall use best endeavours to insure the Goods in the joint names of the Purchaser and the Supplier or note the Supplier's interest on the insurance policy. In the event of any loss or damage occurring whilst the Supplier retains title to the Goods, the Purchaser shall hold the proceeds of such insurance on trust for the Supplier.
- 11.4 Following delivery of the Goods, the Purchaser is licensed by the Supplier, subject to the terms of this clause 11, to re-sell or use the Goods as principal in the ordinary course of its business. The Purchaser shall account to the Supplier for the entire proceeds of sale of the Goods, and shall hold all such proceeds on trust for the Supplier, keeping them identifiable as the Supplier's proceeds, separate from any monies or property of the Purchaser and third parties and not mingling such proceeds with other monies. If the Purchaser has not received the proceeds of any sale it shall assign to the Supplier all rights against the person to whom the Purchaser has supplied the Goods within 7 days of a request from the Supplier to do so.
- 11.5 If the Purchaser has inseparably combined or incorporated the Goods into other products, the Supplier shall acquire joint ownership of such products in the proportion reflecting the value of the Goods in comparison to the value of the product. The Purchaser shall ensure that such products are properly stored, protected and insured.
- 11.6 The Purchaser shall not be entitled to pledge or in any way charge by way of security any Goods which are the property of the Supplier.
- 11.7 If, prior to title to the Goods passing to the Purchaser, the Purchaser fails to make payment in accordance with clause 9, or an event listed in clause 16.1 occurs or the Contract is terminated or is repudiated, the Purchaser's right to re-sell the Goods or use them in the ordinary course of its business shall cease immediately and the Purchaser shall promptly at its own expense deliver up to the Supplier all Goods in its possession. If the Purchaser fails to do so, the Supplier shall be entitled at any time to enter upon any premises where the Goods are stored and repossess the Goods. The Purchaser hereby grants to the Supplier, its employees and agents an irrevocable licence to enter any premises where the Goods are stored in order to repossess them.
- 11.8 The Purchaser shall notify the Supplier immediately if any third party attempts to take possession of any Goods owned by the Supplier.

### 12. Defects

- 12.1 The quality of the Goods and the Services shall be determined exclusively by reference to the agreed technical specifications for the Goods and the Services as set out in the Supplier's quotation. All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Without prejudice to the foregoing, the

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- terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.2 Subject to clause 12.3, if:
- 12.2.1 the Purchaser notifies the Supplier of a defect in the Goods and/or the Services within 12 months from the date of completion of delivery of the Goods under clause 5.1 or clause 5.2; and
- 12.2.2 the Purchaser gives the Supplier a reasonable opportunity to assess the defect; and
- 12.2.3 the Purchaser (if instructed to do so by the Supplier) returns any defective Goods to the Supplier at the Purchaser's risk and cost,
- then if the Supplier reasonably considers that the Goods and/or the Services are defective, the Supplier shall, at its option, repair or replace the defective Goods or re-perform the Services.
- 12.3 The Supplier shall have no liability in respect of any defect in the Goods and/or the Services if:
- 12.3.1 the Purchaser has not paid the total price due for the Goods and the Services plus applicable VAT and any other sums chargeable under clause 8;
- 12.3.2 the Purchaser makes any further use of the Goods after giving a notice in accordance with clause 12.2.1;
- 12.3.3 the defect arises because of defective assembly, operation or maintenance by the Purchaser or third parties;
- 12.3.4 the defect arises as a result of the Supplier following any design or specification produced by the Purchaser;
- 12.3.5 the Purchaser modifies or repairs the Goods without the written consent of the Supplier;
- 12.3.6 initial samples of the Goods and/or the Services were tested by the Purchaser and the same or a similar defect could have been discovered by the Purchaser upon testing the initial samples;
- 12.3.7 the defect arises as a result of normal wear and tear, unsuitable or improper use, negligent handling, wilful damage, negligence or abnormal conditions;
- 12.3.8 the Goods and/or the Services differ from their description as a result of changes made under clause 4 to ensure they comply with applicable statutory or regulatory requirements;
- 12.3.9 the defect only reduces the quality or value of the Goods and/or the Services to an insignificant or immaterial extent.
- 12.4 Except as provided in this clause 12, the Supplier shall have no liability to the Purchaser in respect of any defect in the Goods and/or the Services.
- 13. Liability**
- 13.1 No provision of the Contract shall operate to exclude or limit the Supplier's liability for death or personal injury caused by the Supplier's negligence, defective products under the Consumer Protection Act 1987 or for any other matter in respect of which the law provides that liability may not be excluded or limited.
- 13.2 The Supplier shall have no liability whatsoever to the Purchaser, whether arising in contract, tort, statute, strict liability or otherwise, for any loss of profit, financial loss, loss of contracts with any third party, damages for delay payable to a third party or any indirect or consequential loss or damage arising out of or in connection with the Contract or the supply, use or resale of the Goods or performance of the Services.
- 13.3 Without prejudice to clauses 13.1 and 13.2, and notwithstanding any other provision of the Contract, the Supplier's total liability to the Purchaser in respect of all matters arising out of, under or in connection with the Contract, including (without limitation) any breach of the Supplier's obligations under the Contract, whether arising in contract, tort, statute, strict liability or otherwise, shall not exceed a sum equal to the price paid for the Goods and, if applicable, the Services (excluding VAT and any other sums chargeable under clause 8).
- 14. Confidentiality**
- 14.1 Each party ("receiving party") shall use all documents (including without limitation, samples, models and data) and information (including without limitation, business and financial information, technical or commercial know-how, specifications, inventions, processes or initiatives) which are disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors only for the purposes of the Contract and keep such documents and information confidential with the same level of care as applied to its own documents and information.
- 14.2 This clause 14 does not apply to documents and information which are generally known to the public, or are legally required to be disclosed, or which were already known to the receiving party on a non-confidential basis, or are conveyed to the receiving party by a third party who is not bound by an obligation of confidentiality, or where the documents or information are developed independently by the receiving party without exploitation of documents or information of the disclosing party.
- 15. Force majeure**
- 15.1 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond that party's reasonable control, including but not limited to strikes or other industrial disputes, inability to obtain supplies, accident, failure of a utility service or transport network, acts of god, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, exceptionally adverse weather, fire, flood, storm, earthquake, unavoidable or serious events or default of suppliers or subcontractors. This clause continues to apply where any such event or circumstance occurs at a time when a party is in default.
- 15.2 If any event or circumstance of the type described in clause 15.1 prevents either party from carrying out its obligations under the Contract for a continuous period of more than 1 month, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Purchaser, in which case the Supplier shall be entitled to be paid for any Goods supplied and Services provided to date and any costs relating to the manufacture, storage or delivery of Goods not yet supplied and/or the performance of Services not yet provided which the Supplier has already incurred or is committed to pay.
- 15.3 The occurrence of an event or circumstance of the type described in clause 15.1 shall not relieve the Purchaser of any obligation to make payment to the Supplier.
- 16. Termination and suspension**
- 16.1 Either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party becomes subject to any of the following events:
- 16.1.1 it 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) 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 doing so, 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;
- 16.1.2 it enters into any compromise or arrangement with some or all of its creditors;
- 16.1.3 it enters into, or an application, petition or order is made for it to enter into, administration, liquidation, bankruptcy, receivership or administrative receivership;
- 16.1.4 a receiver or administrative receiver is appointed over any or all of its assets;
- 16.1.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, any or all its assets;
- 16.1.6 any event occurs, or proceeding is taken, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1.1 to clause 16.1.5 inclusive.
- 16.2 Without prejudice to its rights under clause 16.1, the Supplier may:
- 16.2.1 suspend performance of any or all of its obligations under the Contract with immediate effect upon giving written notice to the Purchaser; or
- 16.2.2 terminate the Contract with immediate effect by giving written notice to the Purchaser,
- if the Supplier reasonably believes that the Purchaser is about to become subject to any event listed in clause 16.1.
- 16.3 Either party may terminate the Contract forthwith by written notice if the other party commits a material breach of the Contract and fails to remedy the same within 14 days after receipt of a notice from the party not in breach giving full particulars of the breach to be remedied.
- 16.4 Following termination of the Contract by the Supplier, the Supplier shall be entitled to be paid immediately for the price of the Goods supplied and Services provided prior to the date of termination (less any sums already paid), any costs relating to the manufacture, storage or delivery of Goods not yet supplied and/or the performance of Services not yet provided which the Supplier has already incurred or is committed to pay and any other loss and/or damage suffered or incurred by the Supplier as a result of the termination.
- 16.5 Following termination of the Contract by the Purchaser, the Supplier shall be entitled to be paid for any Goods supplied and Services provided to date and any costs relating to the manufacture, storage or delivery of Goods not yet supplied and/or the performance of Services not yet provided which the Supplier has already incurred or is committed to pay.

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- 16.6 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which by implication survive termination of the Contract shall continue in full force and effect.
- 17. General**
- 17.1 **Service of notices.** Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause 17.1, and shall be delivered by hand or sent by first class post, recorded delivery post or commercial courier. A notice shall be deemed to have been received, if delivered by hand, when left at the relevant address; if sent by first class post or recorded delivery post, at 9.00 am on the second Business Day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 17.2 **Rights and remedies.** The exercise by a party of any right or remedy set out in these Conditions is without prejudice to any other right or remedy such party may possess, whether pursuant to these Conditions or otherwise.
- 17.3 **Assignment and subcontracting.** The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract. The Purchaser may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Supplier's prior written consent.
- 17.4 **Severance.** If any court or 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 to be deleted or modified to the extent necessary to make it valid, legal and enforceable, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.5 **No waiver.** No failure or delay by either party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.
- 17.6 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 17.7 **Variation.** Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier. Full details of any verbal agreements will be immediately confirmed in writing by the Parties.
- 17.8 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by English law and subject to the exclusive jurisdiction of the English courts, provided that nothing shall limit the right of the Supplier to take proceedings against the Purchaser in any other court of competent jurisdiction for the purposes of enforcing a judgment of the English courts.