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## SOUTH DEVON RAILWAY ENGINEERING LIMITED

### STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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#### 1. Application of Terms and Conditions

- 1.1 The Company shall supply, and the Customer shall purchase the Goods and Services in accordance with any quotation and / or accepted order which shall be subject to these Terms and Conditions; and
- 1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
- 1.3 The Company reserves the right to amend these Terms and Conditions from time to time.

#### 2. Definitions and Interpretation

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

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| <b>“Business Day”</b>             | means any day other than a Saturday, Sunday or bank holiday;                                                                                                                                                                                                                                          |
| <b>“Commencement Date”</b>        | means the commencement date for the Contract as set out in the quotation and / or accepted order;                                                                                                                                                                                                     |
| <b>“Company”</b>                  | Means South Devon Railway Engineering Limited, a company registered in England under 06667353 of The Station, Dart Bridge Road, Buckfastleigh, Devon TQ11 0DZ and includes all employees and agents of South Devon Railway Engineering Limited.                                                       |
| <b>“Confidential Information”</b> | means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); |
| <b>“Contract”</b>                 | means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;                                                                                                                                                                                |
| <b>“Contract Price”</b>           | means the price stated in the Contract payable for the Goods;                                                                                                                                                                                                                                         |
| <b>“Customer”</b>                 | means the person who accepts a quotation or offer of the Company for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Company;                                                                                                          |
| <b>“Delivery Date”</b>            | means the date on which the Goods are to be delivered as stipulated in the Customer’s order and accepted by the Company;                                                                                                                                                                              |

|                   |                                                                                                                                                             |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Goods”</b>    | means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Terms and Conditions; |
| <b>“Month”</b>    | means a calendar month;                                                                                                                                     |
| <b>“Services”</b> | means the Services to be provided to the Customer as set out in the quotation and / or accepted order; and                                                  |

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
  - 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
  - 2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
  - 2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

### 3. Basis of Sale and Service

- 3.1 The Company’s employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company.
- 3.3 Sales literature, price lists and other documents issued by the Company in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on the Company unless the Company has issued a quotation which is expressed to be an offer to sell the Goods and Services and issued subsequent written acceptance of any order emanating from the customer or has given acceptance of any order placed by the Customer by whichever is the earlier of:
  - 3.3.1 the Company’s written acceptance;
  - 3.3.2 delivery of the Goods;

3.3.3 provision of the Services; or

3.3.4 the Company's invoice.

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

#### **4. The Goods**

4.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative.

4.2 The specification for the Goods shall be that set out in the Company's sales documentation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by the Company). The Goods will only be supplied in the minimum units thereof stated in the Company's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly

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

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

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

#### **5. The Services**

5.1 With effect from the Commencement Date the Company shall, in consideration of the price being paid in accordance with Clauses 6 and 7 will provide the Services expressly identified in the quotation and / or accepted order.

5.2 The Company will use reasonable care and skill to perform the Services identified in the quotation and / or accepted order.

5.3 The Company shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

#### **6. Price**

6.1 The price of the Goods and Services shall be the price listed in the Company's quotation current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Company and the Customer.

6.2 Where the Company has quoted a price for the Goods other than in accordance

with the Company's published price list the price quoted shall be valid for 30 days only or such lesser time as the Company may specify.

- 6.3 The Company reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are 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.
- 6.4 Except as otherwise stated under the terms of any quotation and / or accepted order or in any price list of the Company, and unless otherwise agreed in writing between the Customer and the Company, all prices are exclusive of the Company's charges for packaging and transport.
- 6.5 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Company.
- 6.6 Any additional costs incurred by reason of any supplementary instructions, or any error or omissions in instructions submitted by the Customer, or if the Customer requests any special testing of the goods or any variation of the specification, or design of any modifications to the Goods, then the Customer shall bear any and all applicable extra costs determined by the Company.

## **7. Payment**

- 7.1 Subject to any special terms agreed in writing between the Customer and the Company, the Company shall invoice the Customer for the price of the Goods and Services on or at any time after delivery of the Goods and/or the Provision of the Services (as applicable), unless, in the case of Goods, the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- 7.2 The Customer shall pay the price of the Goods (less any discount or credit allowed by the Company, but without any other deduction, credit or set off) within 30 Business Days of the date of the Company's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Company in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 7.3 All payments shall be made to the Company as indicated on the form of acceptance or invoice issued by the Company.
- 7.4 The Company is not obliged to accept orders from any customer or buyer who has not supplied the Company with references satisfactory to the Company. If at any time the Company is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the

Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 7.2 of these conditions, all amounts owing by the Customer to the Company shall be immediately payable in cash.

## 8. Delivery and Performance

- 8.1 Delivery of the Goods shall be made by the Company delivering the Goods to the place in the United Kingdom specified in the quotation and / or accepted order or, if no place of delivery is so specified, by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection.
- 8.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the Delivery Date upon giving reasonable notice to the Customer. The Company will not be liable for any failure to comply with any such Delivery Date for any direct or consequential loss resulting therefrom.
- 8.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Company shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Company all costs and expenses including storage and insurance charges arising from such failure.
- 8.4 With effect from the Commencement Date the Company shall, in consideration of the price being paid in accordance with these Terms and Conditions and the quotation and / or accepted order provide the Services expressly identified in the quotation and / or accepted order.
- 8.5 Delivery of all materials including Customers' items for refurbishment or repair, free issued raw materials or any other products sourced by the Customer or their agents pursuant to any works scheduled or otherwise may be made only on receipt of the Company's written permission issued by a duly authorized officer of the Company. Once authorized; all such materials must be accompanied by appropriate documentation confirming ownership, material specifications and insurance policies and full identification with copies supplied to the Company before delivery commences. Materials delivered without prior authorisation will attract charges of handling, storage, inspection and insurance determined wholly by the Company or risk being rejected on arrival.

## 9. Non-Delivery of Goods and Services

- 9.1 The Company accepts no liability for damage, shortage, or loss in transit where the quotation / accepted order does not include the cost of delivery. Where the price of goods does include such cost, the Company accepts no liability for damage, shortage or loss in transit unless such damages or shortages are recorded at the time of delivery on the relevant delivery documentation **AND** are confirmed in writing to the Company within 2 days, thereafter and/or where goods are not received at all the Company is notified in writing within 7 days of dispatch.

If the Company delivers the Goods and/or provides the Services at any time thereafter the Company shall have no liability in respect of such late delivery.

## **10. Risk and Retention of Title**

- 10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
  - 10.1.1 in the case of Goods to be delivered at the Company's premises, the time when the Company notifies the Customer that the Goods are available for collection;
  - 10.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods; or
  - 10.1.3 in the case of Goods being installed by the Company, the time that the Company notifies the Customer that the installation is complete.
- 10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods.
- 10.3 Notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Company and the Customer has repaid all moneys owed to the Company, regardless of how such indebtedness arose.
- 10.4 Until payment has been made to the Company in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Company and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Company and shall insure the Goods against all reasonable risks.
- 10.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all money owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 10.6 The Company reserves the right to repossess any Goods in which the Company retains title without notice. The Customer irrevocably authorises the Company to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Company retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.
- 10.7 The Customer's right to possession of the Goods in which the Company maintains legal and beneficial title shall terminate if:
  - 10.7.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;
  - 10.7.2 the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

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

## **11. Assignment**

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

## **12. Defective Goods**

- 12.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as “condition and contents unknown” the Customer gives written notice of such defect to the Company within 2 Business Days of such delivery, the Company shall at its option:
  - 12.1.1 replace the defective Goods within as soon as practicable of receiving the Customer’s notice; or
  - 12.1.2 refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective.but the Company shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused, or notice given by the Customer as set out above.
- 12.2 No Goods may be returned to the Company without the prior agreement in writing of the Company. Subject thereto any Goods returned which the Company is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Company’s sole discretion the Company shall refund or credit to the Customer the price of such defective Goods but the Company shall have no further liability to the Customer.
- 12.3 The Company shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Company’s instructions (whether given orally or in writing), misuse or alteration of the Goods without the Company’s prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.



- 12.4 Goods, other than defective Goods returned under sub-Clauses 12.1 or 12.2, returned by the Customer and accepted by the Company may be credited to the Customer at the Company's sole discretion and without any obligation on the part of the Company.
- 12.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.6 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Company or any competent governmental or regulatory authority and the Customer will indemnify the Company against any liability loss or damage which the Company might suffer as a result of the Customer's failure to comply with this condition.
- 12.7 Where there is any defect identified within the Goods supplied, but not manufactured by the Company, the Customer shall (subject to compliance by the Customer with all of these Terms and Conditions in entirety, contained in such guarantee or warranty and with the terms of these Conditions) be entitled to the full benefit of any guarantee or warranty given to the Company by the manufacturer or Company thereof and the Company will notify defect to such manufacturer or Company and will attempt to procure for the Customer the benefit of such guarantee or warranty, but the Company shall be under no further liability to the Customer in respect of such defect.

### **13. Customer's Default**

- 13.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
  - 13.1.1 at its sole discretion cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;
  - 13.1.2 appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and
  - 13.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 2% per annum above Lloyds Bank Plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). The Company reserves the right to charge for costs and expenses incurred in recovering late payments, and to charge interest on overdue amounts at the rate in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and The Late Payment of Commercial Debts (Amendment) Regulations 2018 as at the due date.
- 13.2 This condition applies if:
  - 13.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;



- 13.2.3 the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
  - 13.3.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
  - 13.3.4 the Customer ceases, or threatens to cease, to carry on business; or
  - 13.3.5 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 13.3 If sub-Clause 13.2 applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 13.4 Where payment is agreed to be made by instalments, any delay or failure in payment of any one instalment may at the sole discretion of the Company result in postponement of further works until the outstanding instalments are settled in full.

## 14. Liability

- 14.1 The Company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- 14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 14.3 The Customer shall indemnify the Company against all damages, costs, claims and expenses suffered by the Company, arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
- 14.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 14.5 The Company shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control.
- 14.6 Nothing in these Terms and Conditions excludes or limits the liability of the Company:
  - 14.6.1 or death or personal injury caused by the Company's negligence;
  - 14.6.2 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

14.6.3 for fraud or fraudulent misrepresentation.

14.7 Subject to the remaining provisions of this Clause 14:

14.7.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and

14.7.2 the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 15. Confidentiality

15.1 Each Party undertakes that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 5 years after its termination:

15.1.1 keep confidential all Confidential Information;

15.1.2 not disclose any Confidential Information to any other person;

15.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;

15.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

15.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 15.1.1 to 15.1.4 above.

15.2 Either Party may:

disclose any Confidential Information to:

15.2.1 any sub-contractor or Company of that Party;

15.2.2 any governmental or other authority or regulatory body; or

15.2.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 15.2.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 15, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

15.2.4 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that

Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

- 15.3 The provisions of this Clause 15 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

## **16 Communications**

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

## **17 Force Majeure**

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

## **18 Waiver**

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

## **19 Severance**

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

## **20 Third Party Rights**

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

## **21 Law and Jurisdiction**

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

## **22 Anti Bribery and Corruption**

- 22.1 The Company and the Customer will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 22.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out by a person subject to the provisions of that Act;
- 22.3 have and maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010;
- 22.4 not do, or omit to do, any act that will cause or lead the Company to be in breach of any of the requirements;
- 22.5 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with this Contract, or the Goods.

## **23 Modern Slavery**

- 23.1 The Company is committed to respecting human rights and ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. The Company is committed to acting ethically and with integrity in all our business relationships, in line with our core values. Accordingly, the Company and the Customer will comply fully with the Modern Slavery Act 2015.