

**RILMAC TERMS AND CONDITIONS**  
**FOR THE SUPPLY OF FABRICATION, INSULATION, SCAFFOLDING**  
**AND OTHER SERVICES AND ASSOCIATED GOODS (NON CONSTRUCTION)**

The Customer's attention is particularly drawn to the provisions of clause 11.

**1. INTERPRETATION**

1.1 **Definitions.** In these 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.

"**Charges**" means the charges payable by the Customer for the supply of the Services in accordance with clause 9.

"**Commencement Date**" means has the meaning set out in clause 2.2.

"**Conditions**" means these terms and conditions as amended from time to time in accordance with clause 15.7.

"**Contract**" means the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"**Customer**" means the person or firm who purchases Goods and/or Services from the Supplier.

"**Deliverables**" means the deliverables set out in the Order to be delivered by the Supplier to the Customer.

"**Delivery Location**" has the meaning set out in clause 6.2.

"**Force Majeure Event**" has the meaning given to it in clause 14.1.

"**Goods**" means the goods (or any part of them) set out in the Order.

**"Goods Specification"** means any specification for the goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

**"Order"** means the Customer's order for the supply of Goods and/or Services as set out in the Customer's purchase order form, the Customer's written acceptance of a quotation by the Supplier, or overleaf, as the case may be.

**"Services"** means the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

**"Specification"** means the description or specification of the Services provided in writing by the Supplier to the Customer.

**"Supplier"** means the member of the Rilmac group of companies with whom the Contract is formed in accordance with clause 2. Members of the Rilmac Group include Rilmac Holdings Limited (registered number 00587816), Rilmac Insulation Limited (registered number 01022984), Rilmac Fabrication Limited (registered number 00938327), Rilmac Scaffolding Limited (registered number 02511474), Rilmac Scaffolding Scunthorpe Limited (registered number 03817964), Rilmac Fire Protection Limited (registered number 03655192), Rilmac Limited (registered number 00389566) and Rilmac Scaffold Hire Limited (registered number 05902450). The registered office for all of the Rilmac group of companies is Unit 7, Crofton Drive, Allenby Road Industrial Estate, Lincoln, LN3 4NJ.

**"Supplier Materials"** means has the meaning set out in clause 4.1.7.

1.2 **Construction.** In these Conditions, the following rules apply:

1.2.1 a **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or reenacted;

1.2.4 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and 1.2.5 a reference to “writing” or “written” includes faxes and e-mails.

## 2. BASIS OF CONTRACT

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

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").

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

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

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

- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### **3. SUPPLY OF SERVICES**

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services agreed between the parties, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill and in accordance with industry best practice.
- 3.5 Where the Supplier is required to undertake an asbestos survey of only part of the premises, the Customer will be required to provide a detailed plan which clearly identifies the areas the Supplier will be required to inspect. The Supplier accepts no liability for areas not included within the Customer's plan.
- 3.6 The Supplier will not access plant, machinery, internal areas of ventilation systems or live electrical equipment unless this has been agreed as part of the Specification and the relevant isolation certificate is provided.

- 3.7 The Supplier will make reasonable endeavours to employ the highest calibre asbestos surveyors and operatives. Every effort will be made to identify all asbestos materials and potential sources of biological hazard as far as reasonably practicable and within the scope of any survey the Customer has commissioned. However, the Supplier cannot guarantee detection of all asbestos containing materials (“ACM”) and cleansing of all biological hazards. The Supplier’s inspection and any subsequent report will be limited to the opinions and interpretations of the surveyor, based on his/her knowledge and experience within the industry. Where the Supplier’s surveyor identifies suspected ACM or other potential sources of biological hazard, the Customer is advised to cease work immediately. The Supplier will not disturb the material and will only take samples for analysis. The Supplier shall not be liable for the presence of asbestos behind suspected ACM, or behind other materials or for the presence of any potential biological hazard in areas outside the scope of the survey agreed upon within the Specification.
- 3.8 The Supplier will not accept any liability for cosmetic or structural damage incurred during surveying and/or sampling as a reasonable amount of damage may be necessary due to the intrusive nature of the survey and the removal of samples for subsequent laboratory analysis.
- 3.9 The Customer acknowledges that the Supplier’s liability shall in all respects be limited to the performance of services set out in this agreement and that the Customer has an ongoing obligation to monitor and cleanse its premises as required which shall at all times remain the Customer’s sole responsibility.

#### **4. CUSTOMER'S OBLIGATIONS**

4.1 The Customer shall:

- 4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

- 4.1.2 co-operate with the Supplier in all matters relating to the Services;
  - 4.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to supply the Services;
  - 4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
  - 4.1.5 prepare the Customer's premises for the supply of the Services;
  - 4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 4.1.7 keep and maintain all materials (including but not limited to scaffolding), equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
  - 4.1.8 all Supplier Materials are the exclusive property of the Supplier.
- 4.2 If the Supplier's performance of any of its obligations in respect of the Services under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 4.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default

to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## **5. GOODS**

5.1 The Goods are described in the Specification.

5.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 5.2 shall survive termination of the Contract.

5.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

## **6. DELIVERY OF GOODS**

6.1 The Supplier shall ensure that:

- 6.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 6.1.2 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 6.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready.
- 6.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 6.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a



Force Majeure Event the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

- 6.6 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 6.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## **7. QUALITY OF GOODS**

- 7.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery ("**warranty period**"), the Goods shall:
- 7.1.1 conform in all material respects with their description and the Specification; AND
- 7.1.2 be free from material defects in design, material and workmanship.
- 7.2 Subject to clause 7.3, if:
- 7.2.1 the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1; and
- 7.2.2 the Supplier is given a reasonable opportunity of examining such Goods.

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

7.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 7.1 if:

7.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 7.2;

7.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

7.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;

7.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;

7.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

7.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

7.4 Except as provided in this clause 7, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.

## **8. TITLE AND RISK**

8.1 The risk in the Goods shall pass to the Customer on completion of delivery.

8.2 Title to the Goods shall not pass to the Customer until the Supplier

receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums.

8.3 Until title to the Goods has passed to the Customer, the Customer shall:

8.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

8.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

8.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.13; and

8.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

## **9. CHARGES AND PAYMENT**

9.1 Subject to the provisions of clause 14 below the price for the Goods and the Charges for the Services shall be as set out in the Order.

9.2 In respect of the Services the Supplier shall invoice the Customer in accordance with the payment schedule set out in the Order.

9.3 In respect of the Goods the Supplier shall invoice the Customer on or at any time after completion of delivery.

9.4 The Customer shall pay each invoice submitted by the Supplier:

9.4.1 within 30 days of the date of the invoice; and

9.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

9.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## **10. CONFIDENTIALITY**

A party ("**receiving party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("**disclosing party**"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose

such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

**11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

11.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title in quiet possession).

11.2 Subject to clause 11.1:

11.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

11.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or

otherwise, shall in no circumstances exceed the aggregate total of the Contract value.

11.3 The terms implied by section 13 to 15 of the Sale of Goods Act 1979 and the terms implied by 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.

11.4 This clause 11 shall survive termination of the Contract.

## **12. TERMINATION**

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

12.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

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

12.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 12.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 12.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 12.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 12.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 12.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 12.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 12.1.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.2 to clause 12.1.9 (inclusive);

12.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

12.1.12 the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

12.1.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 7 days after being notified in writing to do so.

12.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.13, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

### **13. CONSEQUENCES OF TERMINATION**

13.1 On termination of the Contract for any reason:

13.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the



Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

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

13.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.1.4 clauses which expressly or by implication survive termination shall continue in full force and effect.

#### **14. FORCE MAJEURE**

14.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of the Supplier including but not limited to unforeseen shortages of personnel and/or goods and services, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, epidemic/pandemic, breakdown of plant or machinery, fire, flood, storm or default or delay of suppliers or subcontractors.

14.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

- 14.3 If it becomes reasonably apparent that the progress of the Services and/or Goods (or any part thereof) is being or is likely to be delayed by a Force Majeure Event, the Supplier shall give the Customer written notice within 28 days of becoming aware of the delay. The notice shall give details of material circumstances and shall include particulars of the expected effects, including an estimate of the anticipated delay to the time for provision of the Services and/or Goods and the Supplier's reasonable additional costs (if any) occasioned by the delay.
- 14.4 The Customer agrees the Supplier's reasonable additional costs shall be payable by the Customer to the supplier in accordance with the provisions of clause 9 above.
- 14.5 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 4 weeks, the Supplier may, without limiting its other rights or remedies, terminate this Contract immediately by giving written notice to the Customer.

## **15. GENERAL**

### **15.1 Assignment and other dealings.**

15.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

15.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

## 15.2 Notices.

15.2.1 Any notice or other communication 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, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.

15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 15.3 Severance.

15.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If

such modification is not possible, the relevant provision or partprovision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**15.4 Waiver.**

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising 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 prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**15.5 No partnership or agency.**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**15.6 Third parties.**

A person who is not a party to the Contract shall not have any rights to enforce its terms.

**15.7 Variation.**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

**15.8 Governing law.**

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

**15.9 Jurisdiction.**

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