

These terms and conditions together with the documents referred to in them tell you the basis on which we will supply to you our goods (“**Goods**”) and services (“**Services**”). Please read these terms carefully before ordering any Goods or Services from us. By ordering any of the Goods or Services, you agree to be bound by these terms.

**IN PARTICULAR WE DRAW YOUR ATTENTION TO CLAUSE 20 BELOW WHERE WE LIMIT OUR LIABILITY TO YOU.**

You should retain a copy of these terms for future reference.

**1 INFORMATION ABOUT US**

- 1.1 The Goods and Services are provided by Euro Car Parts Limited t/a LKQ Coatings (“**we/us/our**”).
- 1.2 We are registered in England and Wales and have our registered office at Euro House Fulton Road, Wembley HA9 0TF and our main trading address is Newberry House, Michigan Drive, Tongwell, Milton Keynes, MK15 8HQ.
- 1.3 Our company number is 02680212 and our VAT registration is 766 4369 89.

**2 YOUR STATUS**

- 2.1 You acknowledge that:
  - 2.1.1 These terms apply when you purchase goods and services instore, through our website [www.lkqcoatings.com](http://www.lkqcoatings.com) and any other means of placing an order with us (the “**Order**”) in the course of a business, trade or profession (“**Business Customer**”) for resale and you hold a trade account with us; and
  - 2.1.2 **WE DO NOT SELL DIRECT TO RETAIL USERS UNDER ANY CIRCUMSTANCES.**
- 2.2 By placing an order with us, you warrant that:
  - 2.2.1 you are legally capable of entering into binding contracts;
  - 2.2.2 the information you provide to us during the process of placing an order for Goods and/or Services is accurate, complete and not misleading.

**3 APPLICATION**

- 3.1 These terms and conditions apply to all sales of Goods and/or Services provided by us to you.
- 3.2 No contract for the supply of Goods and/or Services (“**Contract**”) will come into existence until we despatch the Goods, send you an email confirming that your Goods have been despatched or start performing the Services (whichever is the earlier).
- 3.3 Each order for Goods and/or Services by you to us will be deemed to be an offer by you to purchase Goods and/or Services subject to these terms. Each order placed by you to us for Goods and/or Services and accepted by us will constitute a separate contract.
- 3.4 You must ensure that the terms of your order and any applicable specification are complete and accurate.
- 3.5 These terms will be incorporated in the Contract to the exclusion of all other terms and conditions. They supersede all prior dealings, negotiations, representations or agreements between us in respect of the subject-matter of the Contract whether written or oral.

3.6 No variation or amendment of this Contract will be valid unless in writing and signed by you and our authorised representative.

#### **4 GOODS AND SERVICES**

4.1 All brochures, specifications, drawings, catalogues, particulars, shapes, descriptions and illustrations, application guides and information, price lists and other advertising matter are intended only to present a general idea of the Goods and Services described in them and the images of the Goods on the website or otherwise are for illustrative purposes only.

4.2 We reserve the right to deliver Goods of a modified design provided that any difference does not make the Goods unsuitable for any purpose you have made known to us.

4.3 The Goods will conform in all material respects to any sample provided to and accepted by us. The Goods and Services will conform in all material respects with any specification provided to and accepted by us. We reserve the right to amend any design or specification without prior notification provided that it does not adversely affect the performance of the Goods and Services.

4.4 We cannot guarantee that the appearance and/or colours of Goods (including without limitation paint) shown on the website or otherwise exactly reproduces the appearance and/or colours of the physical Goods themselves. Natural products may show some colour variations against your vehicle colour (whereby such colour may have been distorted due to weather conditions). Where we agree to provide a specifically mixed paint product, you agree to check the accuracy and suitability of such product and use in accordance with any manufacturer's guidance and instructions provided.

4.5 Please note that tools used to identify mixed paint products via printed samples or the manufacturer's identification code or electronically analysed either through the website and/or instore ("Colour Identification Tools") indicate the approximate colour of the product only, and are not representative of other characteristics such as the quality, durability or sheen of the eventual product purchased..

4.6 We recommend that you apply the mixed paint product to a test card to compare to the actual surface to be painted before undertaking your vehicle bodywork and use in accordance with the manufacturer's instruction and/or guidance. This will give you a stronger indication of the appearance of the actual colour, which can be affected by the substrate of the eventual surface,, size and lighting of the room..

4.7 We retain all copyright and title to all documentation relating to Goods delivered to you by us. This documentation may only be used for the purposes intended in the Contract and not for any other purpose without our permission. It must be returned on demand.

4.8 Technical specifications are approximations unless specifically stated otherwise.

4.9 You will not remove, alter, deface, obfuscate or tamper with any of the trade marks, names or numbers affixed to or marked on the Goods nor allow anyone else to do so.

4.10 If the Goods are manufactured in accordance with any design or specification provided or made by you, you will compensate us in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.

#### **5 PRICES**

5.1 Subject to clause 5.2, the prices of the Goods and Services will be as quoted at the time the Business Customer places the Order except in cases of error (see clause 5.2.2). The prices may be altered at any time without notification to take into account any increase in our costs (including but not limited to the cost of materials, labour, transport or other overheads, any tax, duty or variation in exchange rates).

- 5.2 The price you pay for Goods and Services purchased an Order is the price displayed at the time we receive your Order apart from the following exceptions:
- 5.2.1 For Goods purchased online via our click and collect facility or via any other reservation service the price you pay is the price on the day of collection;
- 5.2.2 While we try and ensure that all our prices quoted at the time of the Order are accurate, some prices may be incorrectly listed on our internal management systems and /or on our website. If we discover an error in the price of the Goods you have ordered we will inform you as soon as possible and offer you the Goods at the correct price. We are under no obligation to provide Goods or Services to you at an incorrect, lower price, even after we have acknowledged your order or despatched the Goods or started performance of the Services. If we cannot contact you, we will treat the order as cancelled. If payment has been made and you wish to cancel your order, you will receive a full refund of the price paid.
- 5.3 Where there is no error in our pricing as per clause 5.2.2 or otherwise, the price that you pay for the Goods and Services will be those ruling (in the case of Goods) at the date of despatch of the Goods or (in the case of Services) our confirmation of the start date of the Services.
- 5.4 We list prices as both inclusive and exclusive of VAT. All prices are exclusive of any other sales tax or duty that may be applicable which will be payable in addition to the price unless otherwise stated.
- 5.5 Unless otherwise specified, prices quoted include delivery to destinations in the United Kingdom and we will select the mode of transport. The entire cost of any other mode of transport which you may specify will be borne by you, as will delivery to locations outside of the United Kingdom.
- 5.6 In case of small orders we will be entitled to make a minimum order charge or to add a surcharge for delivery, details of which will be provided to you at the time of order acknowledgement.
- 5.7 No allowance will be credited for Goods collected from our premises by you rather than delivered by us.

## 6 **QUOTATIONS**

- 6.1 Unless otherwise stated all quotations are valid only for 30 days from their date of publication.

## 7 **PAYMENT**

- 7.1 If you hold a credit account with us, payment of invoices will be made in full to us without deductions or set-off in accordance with the payment terms notified by us to you or if no such terms are advised, not later than the 20<sup>th</sup> day of the following month after the invoice date. You guarantee your creditworthiness in placing an order. If after confirmation of the order by us, doubts arise as to your creditworthiness, then all payments will become due immediately unless adequate security can be offered by you.
- 7.2 Where you do not hold a credit account with us, payment of invoices will be made in full to us without deductions or set-off in cash/guaranteed cheque/credit or debit card when order is placed or on delivery.
- 7.3 We reserve the right to charge a credit card surcharge if you elect to pay us by credit card.
- 7.4 Payments by credit or debit card will only be accepted where the card holder is present in person at our premises or where the card in question has been verified on the Website.
- 7.5 Without prejudice to any other rights that we may have (including the right to suspend any further deliveries or installation), if you fail to pay the invoice price by the due date we may charge you interest on any overdue amount from the date of which payment was due to that on which it is made (whether before or after judgment)

on a daily basis in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and reimburse to us all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

7.6 All cheques provided to us by Business Customers who do not hold a credit account with us are approved for acceptance by our appointed agents. In the event of a cheque not clearing by our bank and being represented or returned to the drawer, our appointed agents shall contact you and will charge a fee of a minimum of £75 for each cheque so returned to cover bank charges and administration costs. Our agents may apply additional charges and/or vary their charges from time to time and any charges applied will have to be paid by you. For all cheques provided to us by Business Customers with credit accounts, which when cashed by us, are not cleared by our bank and are being represented or returned to the drawer, we shall charge £25 for each cheque so returned to cover our bank and administration charges. To avoid the aforementioned charges we advise that you have the sufficient and cleared funds in your account when making any payment to us.

## 8 DELIVERY

8.1 The Goods are delivered to you when we make them available to you at a delivery point agreed by us.

8.2 Time of delivery will not be of the essence and any delivery date is an estimate only. We will use all reasonable endeavours to avoid late deliveries. You will have the right to cancel any order without liability to us if delivery is more than 30 days late. This clause 8.2 sets out your only remedy for such delay.

8.3 The quantity of any consignment of Goods as recorded by us upon despatch from our place of business will be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.

8.4 Our liability for non-delivery of the Goods will be limited to, at our discretion, replacing the Goods within a reasonable time, issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods or a refund of the purchase price paid.

8.5 Any claim that any Goods have been delivered damaged or do not materially comply with their description will be notified by you to us and (where appropriate, to the carrier) within 7 days of their delivery. Provided that you return such Goods to us in accordance with clause 13, we will at our sole discretion replace such Goods, issue you with a credit note for the price of such Goods or refund the price paid for such Goods. The provisions of this clause 8.5 set out your sole remedy in such circumstances.

8.6 Any claim that any Goods have not been delivered to you by us or our appointed carriers where we claim we have delivered the same to you or our appointed carriers have obtained a signature for the delivery of the Goods, such claim must be notified by you to us within 7 days of their expected delivery, We shall then liaise with our carrier and/or our driver and we may require copies of two forms of personal identification documents from you (such as passport, driving licence, bank card etc). Once we have reviewed all documentary evidence and statements from the relevant drivers we shall then come back to you within a reasonable timescale of our decision (to replace such Goods, issue you with a credit note for the price of such Goods, refund the price paid for such Goods or to not provide any of the aforementioned) which shall be final and binding. The provisions of this clause 8.6 sets out your sole remedy in such circumstances.

8.7 We may at our discretion deliver the Goods by instalments in any sequence. Where the Goods are delivered by instalments, no default or failure by us in respect of any one or more instalments will vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.

8.8 If you fail to take delivery of the Goods or accept performance of the Services or any part thereof at the time agreed for delivery then we will be entitled to cancel or suspend such delivery and all other outstanding deliveries and to charge you for the loss suffered.

9 **UNLOADING**

9.1 It is your responsibility to provide the means for unloading Goods on delivery unless agreed by us in writing otherwise. We will inform you in advance if any special means will be required to unload the Goods at your premises.

10 **STORAGE AND DISPOSAL**

10.1 If you fail to take delivery of the Goods when they are ready for delivery we may, at our option, either store them ourselves or have them stored by third parties on such terms as we may in our own discretion think fit. In any event the cost of storage will be borne by you.

10.2 You shall:

10.2.1 be responsible for the collection, treatment, recovery and environmentally sound disposal of all waste electrical and electronic equipment ("WEEE") as defined in the Waste Electrical and Electronic Equipment Regulations 2006 ("WEEE Regulations") as arising or deriving from the Goods;

10.2.2 comply with all additional obligations placed upon you by the WEEE Regulations by virtue of you accepting the responsibility set out in clause 10.2.1; and

10.2.3 provide our WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of our membership of the operator's compliance scheme.

10.3 You shall be responsible for all costs and expenses arising from and relating to your obligations in clause 10.2.

10.4 We are part of the Advantage Waste Brokers WEEE producer Compliance Scheme and our Producer Registration Number is WEE/HB2719VY

11 **RISK AND TITLE**

11.1 Risk in the Goods passes when they are delivered to you.

11.2 You will insure the Goods against theft or any damage howsoever caused until their price has been paid in full.

11.3 For the purpose of section 13 of the Sale of Goods Act 1979 we will transfer only such title or rights in respect of the Goods as we have and if the Goods are purchased from a third party will transfer only such title or rights as that party had and has transferred to us.

11.4 Notwithstanding clause 11.3, passing of title in the Goods will remain with us and will not pass to you until the amount due under the invoice for them or any other outstanding invoice from us to you (including interest and costs) has been paid in full.

11.5 We may maintain an action for the price of any Goods notwithstanding that title in them has not passed to you.

11.6 Until ownership of the Goods has passed to you, you must:

11.6.1 hold the Goods on a fiduciary basis as our bailee;

11.6.2 store the Goods (at no cost to us) separately from all other products belonging to you or any third party in such a way that they remain readily identifiable as our property;

11.6.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

- 11.6.4 maintain the Goods in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you will produce the policy of insurance to us; and
- 11.6.5 hold the proceeds of the insurance referred to in clause 11.6.4 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 11.7 You may resell the Goods before ownership has passed to you solely on the following basis:
  - 11.7.1 any sale will be effected in the ordinary course of your business at full market value; and
  - 11.7.2 any such sale will be a sale of our property on your own behalf and you will deal as principal when making such a sale.
- 11.8 Your right to possession of the Goods will terminate immediately if:
  - 11.8.1 you (being an individual) have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency in any jurisdiction; or
  - 11.8.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe/perform any of your obligations under the Contract or any other contract between us and you, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or
  - 11.8.3 you encumber or in any way charge any of the Goods; or
  - 11.8.4 anything analogous to the foregoing occurs in any other jurisdiction; and
  - 11.8.5 you breach the provisions of clause 20.1

## 12 **WARRANTY**

- 12.1 Each of the Goods are supplied with the benefit of a warranty given by the Goods' manufacturers (details of which will be provided to you with the Goods or otherwise on request ("**the Warranty**")) provided that you comply with the conditions set out in clause 12.2 as well as any provided with the Warranty ("**Warranty Conditions**").
- 12.2 If Goods become faulty during the period of the Warranty for reasons unconnected with your acts, omissions or misuse of the Goods, you must notify us in writing and/or by completing a warranty claim form (including a description of the fault) and return such Goods to us. Such Goods shall be returned to the manufacturer for review and testing. Based on the manufacturer's opinion and further subject to clause 12.5 and 12.6, we will repair, (or at our sole option) replace such Goods with the same or superior Goods, without charge or not provide any of the aforementioned. The manufacturer's opinion shall be final and binding and we shall have no further liability to you. If Goods become faulty after expiry of the Warranty, and you request that we replace or repair such Goods, then we shall charge our then standard list price for such repair or replacement.
- 12.3 Your sole remedy in respect of a failure of the Goods to comply with the Warranty is as set out in the Warranty Conditions.

- 12.4 We will be afforded reasonable opportunity and facilities to investigate any claims made under the Warranty and you will if so requested in writing by us promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to us for examination.
- 12.5 We will have no liability with regard to any claim in respect of which you have not complied with the claims procedures in the Warranty Conditions.
- 12.6 The above warranty is given by us subject to us having no liability in respect of any defect arising from wear and tear, wilful damage, negligence, tampering of the Goods, incorrect fitting of the Goods by you and/or a third party, abnormal working conditions, failure to follow our and/or the Goods' manufacturers' instructions (whether oral or in writing), misuse or alteration or repair of the Goods without our approval.

## 13 **REFUNDS POLICY**

### 13.1 When you return Goods to us:

13.1.1 which are incorrectly supplied and/or are returned as new in their original packaging (and as per 13.1.2), shall be refunded, exchanged or replaced if they are returned within 30 days of date of purchase of the Goods and proof of purchase (in the form of our invoice for the original supply of such Goods) is supplied; and

13.1.2 for any other reason, we will examine the returned Goods and will notify you in writing or via e-mail within a reasonable time of the refund (if any at all) to which you are entitled. We will usually process the refund due to you as soon as possible thereafter. For any entitlement of a refund to be due to you, the returned Goods must be in the same condition in which you received them with the original packaging and the product documentation. The Goods must not have been used (such as any smell of without limitation fuel, toxins or rubber shall invalidate any refund due to you) and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging. Goods returned to us because they fail to comply with the Warranty shall be refunded in accordance with the provisions of the Warranty Conditions.

13.2 We shall have no liability for incorrect Goods purchased by you online for foreign registered cars. To minimise the purchase of any incorrect Goods we advise that Business Customers with foreign registered vehicles call our specialist sales staff on 01908 611117 or send an email to sales@lkqcoatings.com, who will offer guidance to Business Customers and confirm that any Goods are correct prior to purchase.

13.3 "Special Order" means any Goods that are not held in stock by us (a non-stock item) and are therefore ordered and/or manufactured specifically as per your request. Payment in full is required for such Special Orders at the time the Special Order is placed with us. Special Orders are non-refundable except at our sole discretion. We reserve the right to apply a restocking fee of 25% of the price of the Special Order, which shall be deducted from any refund due to you."

13.4 We will normally refund any money received from you using the same method originally used by you to pay for your purchase

## 14 **SERVICES**

14.1 We will perform the Services with reasonable care and skill.

14.2 If we fail to perform the Services in accordance with clause 14.1 or at all, then your sole remedy will be for the re-performance of those Services by us.

14.3 Any timescales given by us to you in respect of the performance of the Services are approximate only.

15 **INSTALLATION**

- 15.1 If the Services include installation services we will provide detailed instructions to you about site preparation and other requirements required during the installation.
- 15.2 If you fail to fully comply with the requirements in clause 15.1, we reserve the right to charge you for any additional work required as a result or if we are unable to complete the installation.

16 **SUPPORT AND MAINTENANCE**

- 16.1 The provisions of this clause 16 will only apply if the Services purchased by you include the provision of support and maintenance services.
- 16.2 We will provide you with such technical advice by telephone, e-mail, fax, and web access during our normal business hours for the duration of the period for which you purchase such Services (“**Cover Period**”) as is reasonably necessary to resolve your difficulties and queries in using such goods supplied to you and identified by us. The objective of this service is to provide an initial advice and guidance service. It is not a substitute for management consultancy, project management, implementation control, system consultancy, or product training and is available only to your competent trained employees.
- 16.3 You will:
  - 16.3.1 provide us with such information, assistance and facilities as we may reasonably require to enable us to perform the Services set out in this clause 16; and
  - 16.3.2 direct all enquiries for technical advice to our helpdesk number notified to you from time to time.
- 16.4 The support and maintenance services do not apply:
  - 16.4.1 to the extent that you failed to follow any instructions relating to the operation, use and maintenance of the Goods (and where you install the Goods, instructions as to installation of the Goods);
  - 16.4.2 to the extent that the query arises from user incompetence, abuse, improper use or use in an environment or for a purpose for which the Goods were not designed or intended;
  - 16.4.3 if you or other third party alters or repairs the Goods without our written consent; or
  - 16.4.4 to the extent that the query is attributable to third party materials including any equipment to which the Goods are incorporated which is not provided by us.
- 16.5 You will pay any additional charge levied by us, at our then prevailing rates, for support and maintenance services provided at your request but which fall within the exclusions in clause 16.4.
- 16.6 The Services referred to in this clause will run for the Cover Period and will (unless terminated earlier in accordance with these terms) continue thereafter unless or until terminated by either party serving no less than 90 days’ prior notice on the other, such notice to expire on the last day of the Cover Period or subsequent anniversary thereof. We reserve the right to vary the fee payable for such Services on or before each anniversary of commencement of the Cover Period.

17 **LIMITATION OF LIABILITY**

- 17.1 Subject to the provisions of these terms, the following provisions set out the entire financial liability of us (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:



- 17.1.1 any breach of these terms; and
  - 17.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 17.2 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 (as amended)) are, to the fullest extent permitted by law, excluded from the Contract.
- 17.3 Nothing in these terms excludes or limits our liability:
- 17.3.1 for death or personal injury caused by our negligence;
  - 17.3.2 under section 2(3) of the Consumer Protection Act 1987;
  - 17.3.3 for fraud or for fraudulent misrepresentation; or
  - 17.3.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 17.4 Subject to clause 17.3, we will not be liable to you for:
- 17.4.1 any indirect or consequential, special or punitive loss, damage, costs or expenses;
  - 17.4.2 loss of profit;
  - 17.4.3 loss of business;
  - 17.4.4 loss of income or revenue;
  - 17.4.5 loss or corruption of or damage to data;
  - 17.4.6 waste of management or office time; or
  - 17.4.7 depletion of goodwill.
- 17.5 Subject to clause 17.3, our total liability to you under or connected with these terms will not exceed 125% (one hundred and twenty five per cent) of the price payable for the Goods and/or Services for any one event or series of connected events.

## 18 **TERMINATION AND SUSPENSION**

- 18.1 We may at our discretion suspend or terminate the supply of any Goods or Services if you fail to make any payment when and as due or otherwise defaults in any of your obligations under the Contract or any other agreement with us or if any of the events set out in clause 11.8 occur.
- 18.2 On the termination of the Contract for any reason:
- 18.2.1 we will not be obliged to supply any Goods and Services ordered by you unless already paid for; and
  - 18.2.2 all payments payable to us under the Contract will become due immediately upon termination of this Contract despite any other provision.
- 18.3 The termination of this Contract will not affect the respective rights and liabilities of each of the parties thereto which accrued prior to such termination nor any provisions which either expressly or impliedly are to remain in operation after termination.

- 18.4 Orders accepted by us are cancellable only at our discretion and we may charge for all work carried out or expenses incurred in relation to the order before our acceptance of cancellation.
- 19 **ANTI - BRIBERY**
- 19.1 You shall:
- 19.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - 19.1.2 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 in the UK;
  - 19.1.3 not induce or reward us or our directors, officers, representative, contractors or personnel to perform or improperly perform a function or activity in connection with this Contract;
  - 19.1.4 not directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a function or activity in connection with this Contract, other than where a bona fide promotions and/or incentive is run by us (see clause 6 for further details on such promotions and incentives);
  - 19.1.5 if you are a business, organisation, partnership, limited liability partnership or a company, have and maintain in place throughout the Contract your own policies and procedures including but not limited to adequate procedures under the Bribery Act 2010 to ensure compliance with the same and to enforce where appropriate;
  - 19.1.6 promptly report to us any request or demand for any undue financial or other advantage of any kind received by us or our directors, officers, representative, contractors or personnel or any undue financial or other advantage of any kind given by us in connection with the performance of this Contract.
- 19.2 Without prejudice to clause 18.1, we may terminate the supply of any Goods or Services to you forthwith if you breach any of the provisions of clause 19.1 above.
- 20 **FORCE MAJEURE**
- 20.1 We will not be liable for any failure in the performance of any of our obligations under the Contract caused by factors outside our control.
- 21 **LAW AND JURISDICTION**
- 21.1 This Contract will be governed by English law and you consent to the non-exclusive jurisdiction of the English courts in all matters regarding it.
- 22 **NOTICES**
- 22.1 Any notice given under this Contract will be in writing and may be served personally, by registered or recorded delivery mail, by facsimile transmission (the latter confirmed by post), by email (evidence confirming the same by post) or by any other means which any party specifies by notice to the other.
- 22.2 Each party's address for the service of notice will be:
- 22.2.1 Us - the address specified in clause 1.2 or such other address and facsimile number as we specify by notice to you; and

22.2.2 You – the address and facsimile number given to us at the time an order is placed with us.

22.3 A notice will be deemed to have been served: if it was served in person, at the time of service, if it was served by post, 48 hours after it was posted, if it was served by facsimile transmission, at the time of transmission and if via email once it has been transmitted.

23 **GENERAL**

23.1 Each of our rights or remedies under the Contract is without prejudice to any other right or remedy that we may have whether under the Contract or not.

23.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision will continue in full force and effect.

23.3 Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of our rights under the Contract.

23.4 Any waiver by us of any breach of, or any default under, any provision of the Contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

23.5 Neither of us intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.