
STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. Application of Terms and Conditions

- 1.1 The Supplier shall supply, and the Customer shall purchase, the Goods and/or Services in accordance with the quotation or specification (as applicable) supplied by the Supplier and accepted in accordance with clause 3.6 which shall in every case be subject to these Terms and Conditions.
- 1.2 The Contract shall be to the exclusion of any and all other terms and conditions subject to which any such quotation or specification is accepted or purported to be accepted, or any order is made or purported to be made, by the Customer. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Terms and Conditions.

2. Definitions and Interpretation

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

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Commencement Date”	means the commencement date for the Contract as set out in the quotation or specification supplied by the Supplier;
“Confidential Information”	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);
“Contract”	means the contract between the Customer and the Supplier for the purchase and sale of the Goods and/or the supply of the Services in each case under these Terms and Conditions;
“Contract Price”	means the price payable for the Goods and/or Services in accordance with clause 6.1;
“Customer”	means the person, firm or company whose order for the Goods and/or Services is accepted by the Supplier;
“Delivery Date”	means the date on which the Goods and/or Services are to be delivered as stipulated in the quotation or specification supplied by the Supplier to the Customer;

“Goods”	means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions;
“Month”	means a calendar month;
“Services”	means the Services to be provided to the Customer as set out in the quotation or specification supplied by the Supplier to the Customer; and
“Supplier”	means Finishing Techniques Limited (trading as Fintek), a company registered in England under 01574671 whose registered office is at Halter Inn Workshops, Bolton Road Holcombe Brook, Bury, Lancashire, BL0 9SA.
“Terms and Conditions”	means these terms and conditions (and any Schedules) as amended or supplemented from time to time in accordance with clause 3.2.

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. a **“Schedule”** is a schedule to these Terms and Conditions; and
- 2.2.4. 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.
- 2.2.5. 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

- 3.1 The Supplier’s employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Supplier 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 Supplier.
- 3.3 Sales literature, price lists and other documents and samples issued by the Supplier 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/or Services shall be binding on the Supplier unless the Supplier has issued a quotation or specification constituting an offer to sell the Goods and/or Services, or has accepted an order placed by the Customer by whichever is the earlier of:

- 3.3.1. the Supplier's written acceptance;
 - 3.3.2. delivery of the Goods;
 - 3.3.3. provision of the Services; or
 - 3.3.4. the Supplier'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 Supplier shall be subject to correction without any liability on the part of the Supplier.
- 3.5 For the avoidance of doubt, the Customer's order for the Goods and/or Services as above shall constitute an offer by the Customer to the Supplier to enter into the Contract subject to these Terms and Conditions.
- 3.6 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative(s) or otherwise in accordance with clause 3.3, at which point the Contract shall come into existence.
- 3.7 A quotation or specification for the Goods and/or Services given by the Supplier shall not constitute an offer unless expressly stated otherwise. A quotation or specification shall only be valid for a period of 30 Business Days from its date of issue.
- 3.8 Any samples, drawings or advertising produced by the Supplier and any illustrations contained in the Supplier's catalogues are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

4. The Goods

- 4.1 The specification of the Goods shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order and expressly accepted by the Supplier. The Goods will only be supplied in the minimum units thereof stated by the Supplier or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.
- 4.2 Illustrations, photographs samples or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 4.3 The Supplier 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.
- 4.4 No order which has been accepted by the Supplier may be cancelled by the Customer

except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier 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 Supplier as a result of such cancellation.

5. The Services

- 5.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 6 and 7, provide the Services expressly identified in the quotation or specification as applicable.
- 5.2 The Supplier will use reasonable care and skill to perform the Services referred to in clause 5.1.
- 5.3 The Supplier 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/or Services (the “**Contract Price**”) shall be the price listed in the Supplier’s quotation or specification current at the date of acceptance of the Customer’s order or such other price as may be agreed in writing by the Supplier and the Customer.
- 6.2 Where the Supplier has quoted a price for the Goods and/or Services, the price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.
- 6.3 The Supplier 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 Supplier which is due to any factor beyond the control of the Supplier (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 Supplier adequate information or instructions.
- 6.4 Except as otherwise stated in any quotation or specification supplied by the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are exclusive of the Supplier’s charges for packaging and transport.
- 6.5 The Contract 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/or Services, which the Customer shall be additionally liable to pay to the Supplier.

7. Payment

- 7.1 Subject to any special terms agreed in the quotation, specification, or otherwise agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the Contract Price 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 Supplier shall be entitled to invoice the

Customer for the Contract Price relative to such Goods at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.

- 7.2 The Customer shall pay the Contract Price (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) within 30 days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier 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 Supplier as indicated on the form of acceptance or invoice issued by the Supplier.
- 7.4 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier 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 Clause 7.2 of these Terms and Conditions, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

8. Delivery of Goods and Services

- 8.1 Delivery of the Goods shall be made either by:
- 8.1.1. the Supplier (or its courier) delivering the Goods to the place in the United Kingdom specified in the quotation or specification; or
 - 8.1.2. if no such place of delivery is specified or otherwise agreed, the Customer collecting (or arranging for the collection of) the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.
- 8.2 Delivery of the Goods shall take place upon the loading or unloading (as applicable) of the Goods at the relevant location described in clause 8.1.
- 8.3 If the Goods are to be delivered to a place outside of the United Kingdom, the Customer will be responsible for obtaining all consents and licences which are necessary to enable it to import and use the Goods, and for all other necessary consent to enable it to make payment for the Goods. Any Goods exported outside the United Kingdom will be exported EXW (Incoterms® 2020) or as otherwise agreed by the Supplier in writing.
- 8.4 The Delivery Date and any other times for delivery are approximate only and time for delivery shall not be of the essence. The Supplier shall not be responsible for any delay in delivery or any change to the Delivery Date outside of its reasonable control unless otherwise agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 8.5 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 Supplier 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 Clause 10.1, risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place at 5.00pm on that day and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

- 8.6 If the Customer has not taken or accepted actual delivery of the Goods within 10 Business Days of the date on which the Supplier notified the Customer that the Goods were ready for delivery, the Supplier may at its discretion resell or otherwise dispose of all or part of the Goods and charge the Customer for any shortfall below the price of the Goods.
- 8.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 8.8 With effect from the Commencement Date the Supplier shall, in consideration of the Contract Price being paid for the Services, provide the Services expressly identified in the quotation or specification supplied by the Supplier to the Customer.

9. Non-Delivery of Goods and Services

- 9.1 If the Supplier fails to deliver the Goods or provide the Services or any of them on the Delivery Date other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:
 - 9.1.1. the Supplier shall have no liability in respect of such late delivery if the Supplier delivers the Goods and/or provides the Services within 28 days thereafter; or
 - 9.1.2. provided that the Customer gives written notice to the Supplier within 5 Business Days after the Delivery Date and the Supplier fails to deliver the Goods and/or Services within 15 Business Days after receiving such notice, the Customer may cancel the relevant order and the Supplier's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of obtaining similar goods or services to those not delivered or provided over the price of the Goods or Services not delivered or provided.

10. Risk and Retention of Title

- 10.1 Risk of damage to or loss of the Goods shall pass to the Customer:
 - 10.1.1. in the case of Goods to be delivered at the Supplier's premises, at the time when the Supplier notifies the Customer that the Goods are available for collection;
 - 10.1.2. in the case of Goods to be delivered by a courier at a location other than at the Supplier's premises, at the time at which the Goods leave the Supplier's premises;
 - 10.1.3. in the case where the Customer wrongfully fails to take delivery of the Goods, at the time when the Supplier or its courier has tendered delivery of the Goods; or
 - 10.1.4. in the case of Goods being installed by the Supplier, at the time that the Supplier notifies the Customer that the installation is complete.
- 10.2 Where risk of damage to or loss of the Goods has passed to the Customer, the Goods will not be insured unless the Supplier receives a written request from the Customer to arrange appropriate insurance on the Customer's behalf and at its expense.
- 10.3 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 Supplier has received in cash or cleared funds payment in full of the Contract Price.

- 10.4 Notwithstanding Clause 10.3, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the Contract Price and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- 10.5 Until payment has been made to the Supplier in accordance with these Terms and Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods for their replacement value against all risks from the date of delivery.
- 10.6 In the event that the Customer sells or transfers the Goods to a third party before legal and beneficial title has passed to it under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Supplier's behalf are identified as such.
- 10.7 If the Goods are manufactured into another form or are used in the process of manufacturing other goods, the Supplier shall acquire legal and beneficial title to the resulting goods, or a proportion of the title equal to the contribution made to the resulting goods by the Goods.
- 10.8 The Supplier may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Terms and Conditions.
- 10.9 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 Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 10.10 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of Clause 10.5.
- 10.11 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if any of the provisions of Clause 13.2 apply to the Customer.

11. Assignment

- 11.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior written 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 Supplier.

12. Defective Goods and Services

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 a defect to the Supplier within 2 Business Days of such delivery, the Supplier shall at its option:

- 12.1.1. replace the defective Goods within 15 Business Days of receiving the Customer's notice; or
- 12.1.2. refund to the Customer the Contract Price for those Goods (of parts thereof, as appropriate) which are defective;

but the Supplier 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 no notice is given by the Customer in accordance with this clause.

12.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier 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 Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.

12.3 The Supplier 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 Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier'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 Clauses 12.1 or 12.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.

12.5 Subject as expressly provided in these Terms and Conditions, 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 Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

12.7 If the Supplier fails to perform the Services with reasonable care and skill, the Supplier will use its reasonable endeavours to carry out necessary remedial action at no additional cost to the Customer.

13. Customer's Default

13.1 If the Customer fails to make any payment due from the Customer to the Supplier on

the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

- 13.1.1. cancel the order for the Goods and/or Services or suspend any further deliveries or provision of Goods and/or 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 Supplier) as the Supplier 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 4% per annum above the base rate of Barclays Bank Plc 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).

13.2 Clause 13.1 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;
- 13.2.2. 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;
- 13.2.3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- 13.2.4. the Customer ceases, or threatens to cease, to carry on business; or
- 13.2.5. the Supplier 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 Clause 13.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier 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.

14. LIMITATION OF LIABILITY

14.1 The restrictions on liability in this Clause 14 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14.2 Subject to the remaining provisions of this Clause 14:

- 14.2.1. the Supplier's total liability to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to the Contract Price; and
- 14.2.2. the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, loss of anticipated savings, 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.

14.3 The Supplier has given commitments as to compliance of the Goods and/or Services with the relevant specifications in Clauses 4 and 5 and Clause 12. In light of this, 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.

14.4 The Supplier shall not be liable for any loss arising from damage to (or caused by) the Goods which arises as a result of the acts or omissions of the Customer, its agents or

employees, or the Customer's failure to follow instructions provided by the Supplier in relation to the Goods.

14.5 The Supplier 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 Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

14.6 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:

14.6.1. for death or personal injury caused by the Supplier's negligence;

14.6.2. for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or

14.6.3. for fraud or fraudulent misrepresentation.

14.7 This clause 14 shall survive termination of the Contract.

15. Confidentiality

15.1 Each Party undertakes that, except as provided by Clause 15.2 and Clause 15.3 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 3 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 this Clause 15.1.

15.2 Either Party may disclose any Confidential Information to:

15.2.1. any sub-contractor or supplier 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 Clause 15.2(b) 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.

15.3 Either Party may 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.

15.4 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

16.1 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.

16.2 Notices shall be deemed to have been duly given:

16.2.1. when delivered upon signature of a delivery receipt, if delivered by courier or other messenger (including recorded mail) during the normal business hours of the recipient; or

16.2.2. on the second Business Day following mailing, if mailed by pre-paid first-class post; or

16.2.3. on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.

16.3 All notices under this Agreement shall be addressed to the most recent address notified to the other Party.

17. Force Majeure

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

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

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

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

21.1 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.

21.2 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.