

**STANDARD TERMS AND CONDITIONS**

**THE SALE OF GOODS**

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**1. Application of Terms and Conditions**

1.1 The Seller shall sell the Goods to the Buyer in accordance with any quotation or order of the Buyer which is accepted by the Buyer and the Seller; and

purchase the Goods in accordance with any such quotation is accepted or any such order is made or

1.2 These Terms and Conditions shall prevail over any other terms and conditions which may be contained in any order or any other document purported to be a contract or purported to be made in connection with the purchase of the Goods.

the Contract to the exclusion of any other such quotation is accepted or any such order is made or

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**2. Interpretation**

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

the context otherwise requires, the following meanings:

**“Business Day”**

any day other than a Saturday, Sunday or bank holiday;

**“Buyer”**

the person who accepts a quotation or offer of the Goods or whose order for the Goods is accepted by the Seller;

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**“Contract”**

the purchase and sale of the Goods on the terms and Conditions;

**“Contract Price”**

the price payable in the Contract payable for the Goods;

**“Delivery Date”**

the date on which the Goods are to be delivered to the Buyer's order and accepted by the Seller;

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**“Goods”**

the Goods, including any instalment of the goods which the Seller is to supply in accordance with the Terms and Conditions;

**“Month”**

any month; and

**“Seller”**

the person whose name is inserted in the contract under <<insert company name>> and includes all persons who are officers or directors of <<insert company name>>.

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2.2 Unless the context otherwise requires, any reference in these Terms and Conditions to:

any reference in these Terms and Conditions to:

2.2.1 “writing” means any document or any communication in any form, whether written or oral, and includes any communication transmitted by electronic or facsimile means;

expression, includes a reference to any communication transmitted by electronic or facsimile means;

2.2.2 a statute means a statute of the State of New South Wales or a statute of the Commonwealth of Australia, whether enacted or re-enacted at the relevant time.

a statute is a reference to that statute as amended or re-enacted at the relevant time.

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2.2.3 "the Schedules" is a reference to these Terms and Conditions, the Schedules as amended or supplemented from time to time;

2.2.4 a Schedule is a reference to these Terms and Conditions; and

2.2.5 a Clause is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of a Schedule.

2.2.6 a Party is a reference 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 on the interpretation of these Terms and Conditions.

2.4 Words imparting the singular 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 Seller's employment of any sales representatives or agents shall not be authorised to make any representations or warranties unless confirmed by the Seller in writing. In entering into any contract, the Buyer acknowledges that it does not rely on, and waives its right to rely on, any such representations which are not so confirmed in writing.

3.2 No variation to the terms of these Terms and Conditions shall be binding unless agreed in writing between the authorised representative of the Buyer and the Seller.

3.3 Sales literature, price lists, quotations and other documents issued by the Seller in relation to the Goods are for information only and do not constitute offers to sell the Goods without notice and do not constitute a contract for the sale of the Goods unless the Seller has issued a quotation which is effective to sell the goods or has accepted an order placed by the Buyer.

3.3.1 the Seller's liability shall be limited to the price;

3.3.2 delivery shall be on an ex-works basis;

3.3.3 the Seller shall not be responsible for any delay in delivery.

3.4 Any typographical, printing or other errors or omissions in any sales literature, quotation or other document shall be subject to correction without any liability on the part of the Seller.

4. **Orders and Specifications**

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

4.2 The specification for the Goods shall be that set out in the Seller's sales literature. Any variation in the Buyer's order (if such variation is/are a minimum units) shall be subject to the minimum units specified in the Seller's price list or in multiples of those units. Orders for quantities other than these will be adjusted to the nearest multiple of the minimum units.

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accordingly.

4.3 Illustrations, photographs, price lists or other documents shall be for information only and shall not be binding.

4.4 The Seller reserves the right to make changes in the specification of the Goods which are necessary to comply with any applicable safety or other statutory or regulatory requirements where the Goods are to be supplied to the Buyer's specification and such changes materially affect their quality or performance.

4.5 No order which has been accepted by the Buyer except with the express written consent of the Buyer shall indemnify the Seller for costs (including the cost of materials used) and expenses incurred by the Seller as a result of such cancellation.

5. Price

5.1 The price of the Goods shall be as listed in the Supplier's <<insert reference to the applicable price list or document e.g. price list, catalogue, order or such other document>> and shall be valid for <<insert period>> days only.

5.2 Where the Seller has provided a quotation for the Goods other than in accordance with the Seller's published price list, the quotation shall be valid for <<insert period>> days only unless the Seller may specify otherwise.

5.3 The Seller reserves the right to increase the price of the Goods before delivery, to reflect any increase in the cost to the Seller of the Goods, including, without limitation, the cost of raw materials or other materials, any change in delivery dates, or any delay caused by the Buyer or failure of the Buyer to place orders.

5.4 [The Seller [will] offer quantity discounts subject to and in accordance with the Seller's published price list for the Goods current at the time of the Buyer's order.]

5.5 [Any settlement discounts or other amounts owing by the Seller to the Buyer shall be paid by the Seller on or before the payment terms set out in the Contract and provided that no other amounts owing to the Seller are overdue and unpaid.]

5.6 Except as otherwise provided in any quotation or in any price list or other document issued by the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices shall include the Seller's charges for packaging and transport.

5.7 The price is exclusive of any value added tax, excise, sales taxes or levies of a similar nature imposed or charged by any competent authority to which the Buyer shall be additionally

whether in catalogues, brochures, price lists or other documents. The Seller are intended as a guide only and shall not be binding.

changes in the specification of the Goods which are necessary to comply with any applicable safety or other statutory or regulatory requirements where the Goods are to be supplied to the Buyer's specification and such changes materially affect their quality or performance.

The Seller may be cancelled by the Buyer except with the express written consent of the Seller on the terms that the Buyer shall indemnify the Seller for all loss (including loss of profit), costs (including the cost of materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

The price of the Goods shall be as listed in the Supplier's <<insert reference to the applicable price list or document e.g. price list, catalogue, order or such other document>> and shall be valid for <<insert period>> days only.

Where the Seller has provided a quotation for the Goods other than in accordance with the Seller's published price list, the quotation shall be valid for <<insert period>> days only unless the Seller may specify otherwise.

The Seller reserves the right to increase the price of the Goods before delivery, to reflect any increase in the cost to the Seller of the Goods, including, without limitation, the cost of raw materials or other materials, any change in delivery dates, or any delay caused by the Buyer or failure of the Buyer to place orders.

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**6. Payment**

- 6.1 Subject to any special conditions between the Seller, the Seller shall deliver the Goods to the Buyer at any time after delivery of the Goods to the Buyer or the Buyer shall collect the Goods from the Seller at any time after the Seller has notified the Buyer in writing or (as the case may be) at any time after the Seller has notified the Buyer in writing.
- 6.2 The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller) within the period specified in the Seller's invoice or otherwise in accordance with the terms of the Contract or as otherwise in writing between the Seller and the Buyer. Payment shall be made on the day of delivery of the Goods or taken place and/or the Seller shall issue Receipts for payment of the Goods.
- 6.3 All payments shall be made by the Buyer as indicated on the form of acceptance or invoice.
- 6.4 The Seller is not obliged to supply the Goods if the Seller is not satisfied with the creditworthiness of the Buyer. If at any time the Seller is not satisfied with the creditworthiness of the Buyer it may give notice in writing to the Buyer that it is not supplying the Goods in which event no credit will be allowed to the Buyer. Notwithstanding sub-Clause 6.2 of these Terms and Conditions, all amounts payable in cash.

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The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller) within the period specified in the Seller's invoice or otherwise in accordance with the terms of the Contract or as otherwise in writing between the Seller and the Buyer. Payment shall be made on the day of delivery of the Goods or taken place and/or the Seller shall issue Receipts for payment of the Goods.

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**7. Delivery**

- 7.1 Delivery of the Goods shall be made to the place in the United Kingdom specified in the Buyer's order and/or the Seller's invoice or, if no place is specified, by the Buyer collecting the Goods at the Seller's premises after the Seller has notified the Buyer that the Goods are ready for collection.
- 7.2 The Delivery Date is the date of delivery of the Goods in essence unless previously agreed in writing between the Seller and the Buyer.
- 7.3 Where the Goods are delivered in instalments, each delivery shall constitute a separate contract. If the Seller delivers more of the instalments than the Buyer has ordered, the Buyer shall not be entitled to reject any claim by the Buyer or to treat the whole as repudiated.
- 7.4 If the Buyer fails to collect the Goods on the Delivery Date and/or does not give written notice to the Seller to deliver the Goods on an alternative date, the Seller may store or arrange for the Goods to be delivered on the alternative date notwithstanding the provisions of sub-Clause 7.3.

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Seller all costs and  
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## 8. Non-Delivery

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notice to the Seller within <<insert  
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within <<insert period>> Business  
notice the Buyer may cancel the  
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those not delivered over the price

## 9. Inspection/Shortage

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any Goods damaged in transit as  
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## 10. Risk and Retention of Title

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- 10.5 In the event that the
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- behalf are identified
- 10.6 If the Goods are ma
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- 10.7 [The Seller may, i
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- 10.8 The Buyer shall no
- security for any ind
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- shall (without preju
- become due and pa
- 10.9 The Seller reserve
- retains title without
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- 10.10 The Buyer's right t
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f risk in the Goods, or any other  
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 e Seller has received in cash or  
 he Goods.

l beneficial title of the Goods shall  
 received in cash or cleared funds  
 d any other goods supplied by the  
 owed to the Seller, regardless of

Seller in accordance with these  
 d to the Buyer, the Buyer shall be  
 e Seller and the Buyer shall store  
 te environment, shall ensure that  
 e Seller and shall insure the Goods

s the Goods to a third party before  
 nder these Terms and Conditions,  
 or such proportion as is due to the  
 alf of the Seller. The Buyer shall  
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 all acquire legal and beneficial title  
 of the title thereto equal to the  
 he Goods.

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 y owing by the Buyer to the Seller  
 or remedy of the Seller) forthwith

s any Goods in which the Seller  
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 olvency Act 1986, the Insolvent

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Part (as amended), or any other scheme or arrangement of his creditors;

10.10.3 If the Seller becomes the subject of a bankruptcy order or any other statutory provision for the time being in force;

10.10.4 If the Seller, at any meeting of its creditors, enters into a voluntary arrangement, or a voluntary liquidation, has a receiver, administrative receiver appointed in respect of all or any part thereof, any document is presented to the court for the appointment of an administrator of the Seller, or the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or officers, or a floating charge-holder (as defined in section 741(1) of the Insolvency Act 1986), a petition is presented to any court for the winding up of the Seller, or for the granting of an administration order in respect of the Seller, or any proceedings are commenced in respect of the Seller's insolvency or possible insolvency.

**11. Assignment**

11.1 The Seller may assign any part of it to any person, firm or company without the consent of the Buyer.

11.2 The Buyer shall not assign the Contract or any part of it without the prior written consent of the Seller.

**12. Defective Goods**

12.1 If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully rejects the Goods or, if they are signed "as is" or "defective" or "unknown" the Buyer gives written notice of such defect within <<insert period>> Business Days of such delivery, the Seller shall:

12.1.1 replace the Goods within <<insert period>> Business Days of the Buyer's notice; or

12.1.2 refuse to deliver the Goods for those Goods (or parts thereof, as the case may be) which are defective;

but the Seller shall not be obliged to do so if the Buyer has accepted the Goods to the Buyer in respect thereof and the Buyer's notice is not refused or notice given by the Buyer as set out in clause 12.1.1.

12.2 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject to the above, the Seller shall, at the Seller's option, either return the Goods to the Buyer or condition which would not be placed free of charge or, at the Seller's option, place the Goods to the credit of the Buyer the price of which shall be the price of the Goods or credit to the Buyer the price of which shall be the price of the Goods. The Seller shall have no further liability to the Buyer.

12.3 If the Buyer purchases Goods for resale within six months of the launch of such Goods the Buyer shall be obliged to return the Goods or any part of such

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order within <<insert>> days of receipt by the Buyer exercising su

delivery, provided always that the

12.3.1 return such goods to the Seller;

; and

12.3.2 indemnify the Seller for any deterioration or damage to the Goods while in the Buyer's possession;

incurred by the Seller in rectifying any defect caused or caused by incorrect storage or use

12.4 The Seller shall be liable for any defect of any defect arising from fair wear and tear, or from any defect arising from negligence, subject to normal conditions, failure to comply with the Seller's instructions (whether given orally or in writing), misuse or any other act or omission of the Buyer, its employees or agents or any third party.

without the Seller's prior approval, the Buyer, its employees or agents

12.5 Subject as expressly provided in the Seller's Terms and Conditions, and except where the Goods are sold under a contract where other terms implied by law are excluded to the fullest extent permitted by law,

Terms and Conditions, and except where the Goods are sold under a contract where other terms implied by law are excluded to the fullest extent permitted by law,

12.6 Except in respect of any injury caused by the Seller's negligence, or as otherwise provided in these Terms and Conditions, the Seller shall not be liable for any consequential loss or damage, including consequential loss of profit, claims for consequential loss of profit or the negligence of the Buyer, its employees or agents or any third party, out of or in connection with the performance of the Contract or the use or resale of the Goods.

injury caused by the Seller's negligence, or as otherwise provided in these Terms and Conditions, the Seller shall not be liable for any consequential loss or damage, including consequential loss of profit, claims for consequential loss of profit or the negligence of the Buyer, its employees or agents or any third party, out of or in connection with the performance of the Contract or the use or resale of the Goods.

12.7 The Buyer shall be liable for any loss or damage to the Goods arising from the Buyer's failure to comply with all instructions as to the handling, storage or labelling of the Goods, and for any loss or damage to the Goods arising from the Buyer's failure to comply with all requirements and directions given by the Seller or any governmental or regulatory authority and for any liability loss or damage which may be incurred by the Buyer or its agents or otherwise which arise out of or in connection with the Buyer's failure to comply with this condition.

ing that, except to the extent that the Goods are contained in the packaging or labelling of the Goods by the Buyer is in compliance with all requirements and directions given by the Seller or any governmental or regulatory authority and for any liability loss or damage which may be incurred by the Buyer or its agents or otherwise which arise out of or in connection with the Buyer's failure to comply with this condition.

**13. Buyer's Default**

13.1 If the Buyer fails to pay the Goods by the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

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

13.1.1 cancel the order and refuse to make any further deliveries to the Buyer;

cancel the order and refuse to make any further deliveries to the Buyer;

13.1.2 appropriate to the Seller such of the Goods (or any part of the Goods) as the Seller may determine (notwithstanding any purported title in the Goods) as being appropriated to the order;

the Buyer to such of the Goods (or any part of the Goods) as the Seller may determine (notwithstanding any purported title in the Goods) as being appropriated to the order;

13.1.3 charge the Buyer interest on the amount unpaid above <<insert>> per annum from time to time, until payment in full is received by the Seller.

and after any judgement) on the amount unpaid above <<insert percentage>>% per annum from time to time, until payment in full is received by the Seller.

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13.2 This condition appli

13.2.1 the Buyer fa is otherwise

any of its obligations hereunder or ;

13.2.2 the Buyer be voluntary an or the Insolv individual or liquidation;

administration order or enters into a or VIII of the Insolvency Act 1986 1994 (as amended) or (being an t or (being a company) goes into

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or a receiver is appointed, of any ;

13.2.4 the Buyer ce

ase, to carry on business; or

13.2.5 the Seller re above is ab accordingly.

that any of the events mentioned to the Buyer and notifies the Buyer

13.3 If sub-Clause 13.2 a available to the Se suspend any furthe Buyer, and if the G become immediat agreement or arran

judice to any other right or remedy entitled to cancel the Contract or contract without any liability to the ed but not paid for the price shall notwithstanding any previous

14. **Limitation of Liability**

14.1 Subject to the prov out the entire finan or omissions of its respect of:

nd 12, the following provisions set (including any liability for the acts sub-contractors) to the Buyer in

14.1.1 any breach

ditions;

14.1.2 any use m the Buyer o the Goods;

mitted to modifications) or resale by of any product incorporating any of

14.1.3 any repres negligence

ortious act or omission including ection with the Contract.

14.2 All warranties, cond (save for the condit are, to the fullest ex

plied by statute or common law 2 of the Sale of Goods Act 1979) cluded from the Contract.

14.3 Nothing in these T Seller:

cludes or limits the liability of the

14.3.1 for death o

by the Seller's negligence;

14.3.2 for any ma attempt to

legal for the Seller to exclude or

14.3.3 for fraud or

ation.

14.4 Subject to sub-Clau

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14.4.1 the Seller's breach of contract arising in performance and

act, tort (including negligence or representation, restitution or otherwise, performance or contemplated) shall be limited to the Contract Price;

14.4.2 the Seller's loss of profit in each case and consequential losses which arise out of

Buyer for any pure economic loss, completion of goodwill or otherwise, in whole or in part, or consequential, or any claims for damages (howsoever caused) which arise out of the Contract.

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15. Confidentiality, Publication

15.1 The Buyer will regard as confidential all information obtained by the Buyer relating to the Seller's products and will not use or disclose to any third party without the Seller's prior written consent provided that such information which is in the public domain

contract and all information obtained by the Buyer relating to the Seller's products and will not use or disclose to any third party without the Seller's prior written consent provided that such information which is in the public domain

15.2 The Buyer will not use any name, trademark, house mark or which is owned by the Seller in any advertisement or other promotional material unless such use shall be authorised in writing by the Seller and (where appropriate) the relevant authorities

any other person to use any name, trademark, house mark or which is owned by the Seller in any advertisement or other promotional material unless such use shall be authorised in writing by the Seller and (where appropriate) the relevant authorities

15.3 The Buyer will use its best endeavours to ensure compliance with this Clause 15

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15.4 The provisions of this Clause 15 shall survive the termination of the Contract.

shall survive the termination of the Contract.

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16. Communications

16.1 All notices under this Contract shall be in writing and be signed by, or on behalf of, a duly authorised officer of the Seller

Contract shall be in writing and be signed by, or on behalf of, a duly authorised officer of the Seller

16.2 Notices shall be deemed to have been given:

given:

16.2.1 when delivered to the recipient by a registered messenger or other messenger (including a courier) during the business hours of the recipient; or

recipient or other messenger (including a courier) during the business hours of the recipient; or

16.2.2 when sent, by e-mail or by electronic transmission, to the recipient's e-mail address; or

by e-mail or by electronic transmission, to the recipient's e-mail address; or

16.2.3 on the fifth business day after the date of posting by ordinary mail to the recipient's address; or

by ordinary mail, if mailed by national or international airmail, to the recipient's address; or

16.2.4 on the tenth business day after the date of posting by airmail to the recipient's address; or

by airmail, if mailed by airmail, to the recipient's address; or

16.3 All notices under this Contract shall be addressed to the most recent address, e-mail address or facsimile address notified to the other Party.

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17. **Force Majeure**

Neither Party shall be liable where such failure or delay is due to the control of that Party. Such events include: Internet Service Provider failure, earthquakes, acts of terrorism, civil unrest, fire, flood, storms, or any other event that is beyond the control of

Party in performing their obligations under the Contract that is beyond the reasonable control of the Party. Such events are not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, or any other event that is beyond the control of

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18. **Waiver**

The Parties agree that no failure to enforce any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce any other provision. Such failure shall not be construed as a waiver of any preceding or subsequent breach and shall not constitute

any failure to enforce the performance of any other provision in the Contract shall constitute a waiver of the right to subsequently enforce any other provision. Such failure shall not be construed as a waiver of any preceding or subsequent breach and shall not constitute

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19. **Severance**

The Parties agree that, in the event any provision of these Terms and Conditions or the Contract is held to be unenforceable, that / those provisions shall nevertheless remain enforceable and the Contract shall survive.

The Parties agree that, in the event any provision of these Terms and Conditions or the Contract is held to be unlawful, invalid or otherwise unenforceable, that / those provisions shall nevertheless remain severed from the remainder of the Contract). The remainder of the Contract shall survive.

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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.

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21. **Law and Jurisdiction**

21.1 These Terms and Conditions shall be governed by, and the jurisdiction shall lie with, the laws of England and Wales.

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21.2 Any dispute, controversy or claim between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

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