

ISSUE DATE: SEPTEMBER 2025

OPICO LIMITED STANDARD TERMS AND CONDITIONS OF SALE

The Customer can find everything it needs to know about the Supplier and the Goods on the Supplier's website, in its catalogue or from the Supplier's sales staff before placing any Order. The Supplier will also confirm the key information to the Customer in writing by way of Order acknowledgement after ordering, either by email, in the Customer's online account or on paper.

1. INTERPRETATION**1.1 Definitions:**

"Business Day"	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
"Conditions"	means the terms and conditions set out in this document as amended from time to time in accordance with clause 14.2.
"Consumer"	has the meaning given in clause 2.9 below.
"Contract"	means the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
"Data Protection Legislation"	means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
"Customer"	means the person or firm who purchases the Goods from the Supplier.
"End Customer"	means a company, business or an individual who purchases the Goods from the Customer.
"Force Majeure Event"	means an event or circumstance beyond a party's reasonable control, including, without limitation, the delay in the supply of any component parts or other materials to the Supplier.
"Goods"	means the goods (or any part of them) as referred to in the Order and Order Acknowledgement.
"Manufacturer(s)"	means the person, firm or company which manufactures or supplies the Goods sold by the Supplier under the Contract.

"Supplier"	means the company, business or brand who supplies the Goods as set out in the Order.
"Order"	means the Customer's order for the Goods: (i) as set out in the Customer's purchase order form; or (ii) as set out in the online summary webpage; or (iii) as proposed verbally by the Customer.
"Order Acknowledgement"	means the written or verbal acknowledgement of an Order by the Supplier confirming the details of the Order (including any online summary page).
"Personal Data"	means as defined in the Data Protection Legislation.
"Software Licence"	means the Manufacturer's licence for software as defined in clause 6.1.

2. BASIS OF CONTRACT AND ORDERING

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 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 Conditions.
- 2.4 Any samples, drawings or advertising produced by the Supplier or its Manufacturers and any descriptions, illustrations, weights, measurements or horse-powers, contained in the Manufacturer or the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them and they shall not form part of the Contract.
- 2.5 A quotation for the Goods given by the Supplier shall not constitute an offer and may be withdrawn at any time prior to the Supplier issuing the Order Acknowledgement.
- 2.6 Prices quoted are based on the then present cost of materials and labour and are subject to adjustment by the Supplier to cover any variations which might take place prior to the date of dispatch.
- 2.7 Any quotation is also subject to the Goods referred to being available for fulfilment of the Order.
- 2.8 Sometimes the Supplier rejects Orders, for example, because a product is unexpectedly out of stock, because a credit reference obtained is unsatisfactory, because the Customer is located outside the UK or the Supplier's delivery areas as stated on the Supplier's website and in its marketing literature or because the Goods were mispriced. When this happens, the Supplier will let the Customer know as soon as possible and refund any sums paid.

- 2.9 If the Customer is a 'consumer' (as defined in the Consumer Rights Act 2015) (a **Consumer**) and has bought online, by mail order or over the telephone, the Consumer has a legal right to change its mind about the purchase and receive a refund of what has been paid for it, including the standard delivery costs. No Consumer can change its mind if the Goods have been made to the Consumer's specification or are in any way personalised, or the Goods become mixed inseparably with other items after their delivery.
- 2.10 If a Consumer changes its mind about the purchase, the Consumer must let the Supplier know no later than 14 days after the day the Supplier delivers or the Consumer collects the Goods. If the purchase is split into several deliveries over different days, the period runs from the day after the last delivery.
- 2.11 To let the Supplier know that the Consumer wants to change his/her mind, the Consumer must contact the Supplier's Customer Service Team.
- 2.12 The Consumer must return the Goods to the Supplier within 14 days of telling the Supplier that s/he has changed his/her mind. Returns are at the Consumer's own cost.
- 2.13 If the Consumer handles the Goods in a way which impacts the Goods or packaging, the Supplier may reduce the refund to compensate for its reduced value, including if any packaging is damaged or accessories are missing.
- 2.14 If the Consumer tells the Supplier that s/he has changed his/her mind about Goods that haven't been dispatched or that the Supplier is collecting, the Supplier will refund the Consumer as soon as possible and within 14 days. If the Consumer is sending the Goods back to the Supplier, the Supplier will refund the Consumer within 14 days of receiving it (or receiving evidence that it has been sent). The Supplier will refund the Consumer by the method you used for payment.

3. **GOODS**

- 3.1 Subject to this clause 3 the Goods shall be as described: (i) in the Supplier's hard copy or online sales literature (for whole Goods); or (ii) in the after-sales literature or on the dealer/customer portal (for Goods which are parts), unless otherwise specifically set out in writing by the Supplier.
- 3.2 The Supplier reserves the right to make changes in the design and specification of the Goods providing that such changes do not materially affect in an adverse way the quality or the performance of the Goods.
- 3.3 The Supplier and its Manufacturers reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. **DELIVERY**

- 4.1 The cost of carriage and delivery of the Goods shall be borne by the Customer .
- 4.2 the Supplier shall ensure that:
- 4.2.1 each delivery of the Goods is accompanied by a despatch note that shows the date of the Order Acknowledgement, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered (or, in the case of Goods delivered directly to

the Customer from the Manufacturer, the Supplier shall ensure that a despatch note is sent separately to the Customer from the Supplier); and

- 4.2.2 the Supplier or an independent carrier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready for delivery.
- 4.3 Delivery is completed when the Goods arrive at the Delivery Location unless otherwise agreed in writing between the parties.
- 4.4 Unless otherwise agreed in writing the Customer shall provide at the Delivery Location a suitable forklift and/or other suitable lifting equipment complying with all legal requirements together with experienced, trained operatives to unload the Goods.
- 4.5 The care and carriage of the Goods shall in all respects be at either the Supplier's or the Customer's cost and risk as agreed in writing between the parties.
- 4.6 The unloading of the Goods shall in all respects (save for the negligence of the Supplier or its employees) be at the Customer's risk unless otherwise agreed in writing between the parties.
- 4.7 Any dates quoted for delivery are approximate, and the time of delivery is not of the essence.
- 4.8 the Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.9 If the Customer fails to accept delivery of the Goods within five Business Days of the Supplier or the Supplier's independent carrier notifying the Customer that the Goods are ready or the Supplier or the Supplier's independent carrier is unable to deliver the Goods due to the Customer not providing the facilities for unloading the Goods pursuant to clause 4.4, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
 - 4.9.1 Risk in the Goods shall pass to the Customer;
 - 4.9.2 delivery of the Goods shall be deemed to have been completed at 9.00am on the sixth Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - 4.9.3 the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.10 The Customer must notify the independent carrier (if any) and the Supplier in writing within 5 Business Days of receipt of the Goods of any damage to Goods caused in transit or any irregularity in the carriage or delivery/non-delivery of the Goods. All Goods packed in cases or cartons must be opened and inspected for damage on delivery.
- 4.11 If fifteen Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.

- 4.12 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.

5. **CANCELLATION AND RETURNS**

- 5.1 Unless the Customer is a Consumer, once an Order Acknowledgement has been sent by the Supplier no Orders can be cancelled without the Supplier's consent in writing and the return of Goods supplied against a firm Order will not be accepted. However, in certain special cases where a genuine error in ordering has occurred and replacements are required, the original Goods may be accepted back after prior permission in writing. Any such Goods accepted back will be the subject of a handling charge to cover outward carriage and restocking.
- 5.2 The Consumer Rights Act 2015 states that the Goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Goods, a Consumer's legal rights entitle the Consumer to the following: (i) up to 30 days: if Goods are faulty, then a Consumer can get a refund; (ii) up to six months: if Goods cannot be repaired or replaced, then a Consumer is entitled to a full refund, in most cases; and (iii) up to six years: if Goods do not last a reasonable length of time, then a Consumer may be entitled to some money back.

6. **SOFTWARE LICENCE**

- 6.1 Where Goods include a software component the Supplier shall sub-licence or procure the licence to the Customer and / or the End Customer (as appropriate) a licence to use such software for the purpose of making use of the Goods on the terms of the Manufacturer's standard licence (**Software Licence**).
- 6.2 The Customer shall not modify, adapt, develop, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or the Software Licence except and only to the extent that it is expressly permitted by applicable law

7. **WARRANTY**

- 7.1 Subject always to clause 7.4, the Supplier warrants that, except where any other period is agreed in writing by the Supplier, from delivery of the Goods to an End Customer to the expiry of the period specified in the manufacturer's sales literature for such Goods (the **Warranty Period**), the Goods shall:
- 7.1.1 conform in all material respects with their description and any applicable specification; and
- 7.1.2 be free from material defects in design, material and workmanship
- (the **Warranty**).
- 7.2 Unless otherwise agreed in writing between the parties the Supplier does not guarantee that the Goods are fit for any particular purpose.
- 7.3 Subject to clause 7.4, if:
- 7.3.1 the Customer gives notice in writing to the Supplier during the Warranty Period within 10 Business Days of discovery that some or all of the Goods do not comply with the Warranty set out in clause 7.1;



- 7.3.2 the Supplier is given a reasonable opportunity of examining such Goods;
- 7.3.3 the Customer (if asked to do so by the Supplier) returns such Goods, parts of Goods or components thereof, to the Supplier's place of business at the Customer's cost; and
- 7.3.4 the Customer (if asked to do so by the Supplier) takes and sends photographs of the Goods to the Supplier,

the Supplier shall, at its option in the case of whole goods repair or replace the defective Goods, or refund the price of the defective Goods in full. It is noted that where Warranty repair work is undertaken by the Customer at the Supplier's instruction the Customer will be re-imbursed for the labour element in respect of whole goods only.
- 7.4 the Supplier shall not be liable for the Goods' failure to comply with the Warranty set out in clause 7.1 in any of the following events:
 - 7.4.1 the Customer or End Customer makes any further use of such Goods after giving notice in accordance with clause 7.3;
 - 7.4.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 7.4.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
 - 7.4.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 7.4.5 the Customer fits parts to the Goods that are not approved by the Supplier (acting reasonably);
 - 7.4.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 7.4.7 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.5 Except as provided in this clause 7 the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the Warranty.
- 7.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 7.8 the Supplier and the Customer acknowledge that the Warranty must be registered with the Supplier in order for it to be relied on by the End Customer.

8. DATA PROTECTION

- 8.1 Pursuant to clause 7.8, in the event that the Customer resells the Goods to an End Customer the Customer must ensure that the following information is provided to the Supplier (for the purposes of the Supplier registering the Warranty with the Manufacturer) within 10 Business Days of delivery of the Goods to the End Customer:
- 8.1.1 if the End Customer is a company, company name, company number, company's registered office, contact name, contact phone number and contact email address;
- 8.1.2 if the End Customer is a not a company, business name (if any), full name, full address, phone number and email address; and
- 8.1.3 in all cases, the date of delivery to the End Customer, the serial number of the Goods, and any other information reasonably requested by the Supplier.
- 8.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 8.3 The parties acknowledge that the Customer will need to pass Personal Data to the Supplier for the purposes of the Warranty and that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).
- 8.4 Without prejudice to the generality of clause 8.2, the Customer will ensure that it has all necessary appropriate consents, notices and processes in place to enable lawful transfer of the End Customer's Personal Data to the Supplier for the purposes of the Warranty and service. For the avoidance of doubt nothing in this clause 8 shall require the Customer to obtain the End Customer's consent for marketing or other purposes.
- 8.5 The Parties acknowledge that there may be circumstances in which the Supplier has obtained their own consent to market to End Customers and that such consent and subsequent arrangements are outside the scope of these Conditions of sale.
- 8.6 Without prejudice to the generality of clause 8.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 8.6.1 process that Personal Data only on the written instructions of the Customer unless the Supplier is required by the laws of England and Wales to process Personal Data (**Applicable Laws**);
- 8.6.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 8.6.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

- 8.6.4 not transfer any Personal Data outside of the United Kingdom unless the Customer has confirmed that the prior written consent of the relevant End Customer has been obtained (which will be necessary to register the Warranty for Manufacturer's outside of the United Kingdom) and the following conditions are fulfilled:
 - 8.6.4.1 appropriate safeguards in relation to the transfer are in place;
 - 8.6.4.2 the Data Subject has enforceable rights and effective legal remedies;
 - 8.6.4.3 an adequate level of protection to any Personal Data that is transferred is in place; and
 - 8.6.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 8.6.5 assist the Customer or End Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 8.6.6 notify the Customer or End Customer without undue delay on becoming aware of a Personal Data breach;
- 8.6.7 at the written direction of the Customer or End Customer, delete or return Personal Data and copies thereof to the Customer or End Customer (as applicable) on termination of the Contract (unless (i) required by Applicable Law to store the Personal Data; or (ii) where the request is by the Customer but the End Customer has given their explicit consent for the Supplier to retain their Personal Data in its own right as Data Controller; and
- 8.6.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 8.
- 8.7 The Customer consents to the Supplier appointing reputable third-party contractors who may process Personal Data under the Contract (for example, a manufacturer). The Supplier confirms that in such a case it has entered or (as the case may be) will enter with the third-party processor a written agreement substantially on that third party's standard terms of business but to incorporate terms which are substantially similar to those set out in this clause 8.

9. **TITLE AND RISK**

- 9.1 The risk in the Goods shall pass to the Customer pursuant to clause 4.
- 9.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 9.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 9.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

- 9.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 9.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 9.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1; and
- 9.3.5 give the Supplier such information relating to the Goods as the Supplier may reasonably require from time to time.
- 9.4 Subject to clause 9.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 9.4.1 it does so as principal and not as the Supplier's agent; and
 - 9.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 9.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1, then, without limiting any other right or remedy the Supplier may have:
 - 9.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 9.5.2 the Supplier may at any time:
 - 9.5.2.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - 9.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them in which case the Supplier shall not be responsible for and the Customer will indemnify the Supplier against any liability in respect of any damage (which is not reasonably practical to avoid) caused to the premises in such circumstances.
- 10. **PRICE AND PAYMENT**
 - 10.1 The price of the Goods shall be the price set out in the Order Acknowledgement, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
 - 10.2 the Supplier may, by giving notice to the Customer at any time five Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 10.2.1 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the specification; or
 - 10.2.2 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

- 10.3 The price of the Goods excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 10.4 the Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery unless otherwise agreed in writing.
- 10.5 The Customer shall pay the invoice in full and in cleared funds on the last business day of the month following the month in which the Supplier's invoice is presented unless otherwise agreed in writing between the parties. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.
- 10.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above NatWest Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 10.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). the Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
11. **TERMINATION**
- 11.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 11.1.1 a Force Majeure Event occurs;
- 11.1.2 in the Supplier's opinion the Customer has not maintained a standard of organisation to sell, service or hold stocks of the Supplier's Goods;
- 11.1.3 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing to do so;
- 11.1.4 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 11.1.5 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 11.1.6 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject

to any of the events listed in clause 11.1.1 to clause 11.1.6, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

- 11.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 11.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
- 11.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.
- 11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

12. **LIMITATION OF LIABILITY**

- 12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 12.1.2 fraud or fraudulent misrepresentation;
 - 12.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 12.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 12.2 Subject to clause 12.1 the Supplier shall under no circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of use, loss of contracts or for any indirect or consequential loss arising under or in connection with the Contract and the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract (howsoever arising) shall, in no circumstances exceed the higher of the price as stated in the relevant Order Acknowledgement or the amount recoverable by the Supplier through their insurance for the relevant breach.

13. **FORCE MAJEURE**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 4 months the party not affected may terminate the Contract by giving 2 weeks written notice to the affected party.

14. **GENERAL**

14.1 **Assignment and other dealings.**

14.1.1 the Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

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

14.2 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.3 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.5 **Notices.**

14.5.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to such address as agreed between the parties from time to time and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier.

14.5.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.5.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14.6 **Third party rights.** No one other than a party to the Contract shall have any right to enforce any of its terms.

Governing law and Jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.