

Terms & Conditions of Sale

What these terms and conditions cover

This document sets out the terms and conditions on which we supply our products to you. There are two sets of terms and conditions: one for purchasers who are consumers, and one for purchasers who are businesses. Please see section 2 below if you are not sure which set of terms and conditions apply.

Please read the applicable set of terms and conditions carefully. They tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

Which set of terms applies?

If you are a consumer, i.e. you are buying products from us wholly or mainly for your personal or domestic use (and not for use in connection with your trade, business, craft, or profession), then the Consumer Conditions set out in Schedule 1 (Terms and Conditions for Consumers) to this document shall apply, and Schedule 2 (Terms and Conditions for Business) does not apply to you.

If you are a business and are not buying products in your capacity as a consumer, then the Business Conditions set out in Schedule 2 (Terms and Conditions for Business) to this document shall apply, and Schedule 1 (Terms and Conditions for Consumers) does not apply to you.

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SCHEDULE 1: TERMS AND CONDITIONS FOR CONSUMERS

YOUR KEY RIGHTS

By law, we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in the terms and conditions set out in this Schedule 1 (Terms and Conditions for Consumers), such as information on our complaint handling policy.

The Consumer Rights Act 2015 says goods that you purchase from us must be as described, fit for purpose, and of satisfactory quality.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that, if you place an order with us for Standard Products (as defined in Condition 1.6.3(a) below) by email, by phone, or via our website, you can in most cases change your mind up to 14 days after receiving Standard Products and get a full refund. This cancellation right does not apply to any Non-Standard Products that you purchase from us or for any orders that you place in one of our stores.

The information in this summary box summarises some of your key rights. It is not intended to replace the terms and conditions below, which you should read carefully. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call (+44)(0)3454040506.

1. Introduction

When these terms and conditions apply

1. The terms and conditions set out in this Schedule 1 (Terms and Conditions for Consumers), which will be called the "Consumer Conditions" in the rest of this document, apply if you are purchasing products from F. H. Brundle as a consumer. You will be a consumer if you are purchasing Products wholly or mainly for your personal or domestic use (and not for use in connection with your trade, business, craft, or profession).
2. If you are not purchasing products as a consumer, then these Consumer Conditions do not apply at all and our contract with you will instead be governed by the terms and conditions set out in Schedule 2 (Terms and Conditions for Business).

3. These Consumer Conditions set out your and our respective legal rights and responsibilities and certain key information required by law. If you purchase Products from us, you agree to be legally bound by these Consumer Conditions.

Contact information

4. If you would like to contact us about any Products you have ordered or because you do not understand anything in these Conditions, you can do so:

1. by email to sales@brundle.com (we will endeavour to respond to your email within two (2) Business Days); or
2. by telephone on Business Days during our opening hours (as set out on our Website) on the relevant telephone number set out on our Website at <https://www.fhbrundle.co.uk/customer-services>.

5. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

Interpreting these Consumer Conditions

6. In these Consumer Conditions:

1. a "**Business Day**" means any day that is not any of the following: a Saturday, a Sunday, a public or bank holiday in England or Scotland, or a day that falls between 1 and 2 January inclusive or between 23 and 31 December inclusive;
2. a "**Condition**" means a clause or subclause of these Consumer Conditions;
3. "**Products**" means the goods (or any part of them) that we sell to you, and which could be either:
 1. "**Standard Products**", which are non-bespoke, standard-line Products listed in our catalogues and on our Website from time to time; or
 2. "**Non-Standard Products**", which are bespoke Products that are not Standard Products and are supplied to you in accordance with Conditions 2.4 to 2.9 inclusive;
4. "**Software**" means our Website and/or the design software available on the website, and which you may use to order Products;
5. "**we**", "**us**", and "**our**" refers to F. H. Brundle, a company incorporated and registered in England and Wales under number 07168270 and whose registered office is at 24-36 Lamson Road, Rainham, Essex RM13 9YY, and whose registered VAT number is 232242310;
6. "**Website**" means our website at www.fhbrundle.co.uk; and
7. "**you**" and "**your**" refers to you as the consumer purchaser of our Products.



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2. Ordering Products from us

Ordering Standard Products

1. You place can order for Standard Products in person at any of our stores or, alternatively, on our Website or by telephone or email (see Condition 1.4) for contact information. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

2. If we accept your order for Standard Products, a legally binding contract between you and us will come into existence. The contract will be governed by these Consumer Conditions.

3. We may contact you to say that we do not accept your order. This is typically for the following reasons:

1. the Products you have ordered are unavailable;
2. you are not allowed to buy the Products from us or we are not allowed to sell the Products to you;
3. you have ordered too many Products; or
4. there has been a mistake on the pricing or description of the Products.

Ordering Non-Standard Products

4. If you wish to purchase Non-Standard Products, you must submit to us complete and accurate details of to the Non-Standard Products you require, including (but not limited to) any relevant drawings, plans, measurements and other specifications, as well as the intended purpose of the Non-Standard Products you wish to purchase. These details are called the **"Initial Requirements"**.

5. Once we receive your order for Non-Standard Products and the accompanying Initial Requirements, we will endeavour to offer to you Non-Standard Products that conform as much as possible to your Initial Requirements, but we may propose certain amendments or revisions (and the amended or revised Initial Requirements will be called the **"Revised Requirements"**). Our offer to you to purchase the Non-Standard Products conforming with the Revised Requirements will be submitted to you in writing in our order acknowledgement form. If you countersign such form and return it to us within thirty (30) calendar days of our sending of the form to you, a legally binding contract between you and us will come into existence. The contract will be governed by these Consumer Conditions.

6. If you order Non-Standard Products, you are solely responsible for ensuring that the Initial Requirements are complete and accurate and for confirming that the Revised Requirements are complete and accurate before you countersign the order acknowledgement form to indicate your acceptance of our offer for you to purchase Non-Standard Products as per the Revised Requirements. We will not be responsible for any errors in the specification of any Non-Standard Products that you purchase from us and which are due to your having provided incomplete or inaccurate information to us or not having checked the Revised Requirements prior to countersigning the order acknowledgement form.

7. At the same time as providing the order acknowledgement form for you to countersign to indicate your acceptance of our offer for you to purchase Non-Standard Products as per the Revised Requirements, we will ask you to pay a non-refundable deposit equal to fifty per cent (50%) of the total price of the Non-Standard Products (a **"Deposit"**). We will not proceed with your order for the Non-Standard Products until and unless you pay this non-refundable deposit within thirty (30) calendar days. You acknowledge, understand, and accept that the Deposit is non-refundable except where any such Non-Standard Products supplied by us are found to be defective.

8. If you do not countersign and return to us the order acknowledgement form that sets out our offer to sell to you the Non-Standard Products conforming with the Revised Requirements within thirty (30) calendar days of our sending that form to you, or do not pay the Deposit within that time, our offer will lapse and will no longer be valid, and you will no longer be able to accept it.

9. We may contact you to say that we do not accept your order for Non-Standard Products. This is typically because we are unable substantially to meet the Initial Requirements stated in your order in respect of the Non-Standard Products you wish to purchase.

3. Price of Products

Standard Products

1. The price of any Standard Product that you order will be the price indicated on our Website. This price does not include the costs of delivering Standard Products to you.



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We take all reasonable care to ensure that the price of the Product advised to you is correct. However, please see Condition 3.4 for what happens if we discover an error in the price of any Product you order.

Non-Standard Products

2. The price of any Non-Standard Product that you order will be the price stated in the order acknowledgement form accompanying the Revised Requirements, which form you will countersign and return to us in accordance with Condition 2.5. This price does not include the costs of delivering Non-Standard Products to you. We take all reasonable care to ensure that the price of the Product advised to you is correct. However, please see Condition 3.4 for what happens if we discover an error in the price of any Product you order.

VAT changes

3. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Product(s) you order, we will adjust the rate of VAT that you pay, unless you have already paid for the Product(s) in full before the change in the rate of VAT takes effect.

What happens if we got the price wrong

4. It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of a Product at the date on which we enter into the contract with you is less than our stated price at your order date, we will charge the lower amount. If the Product's correct price at the date on which enter into the contract with you is higher than the price previously stated to you, we will contact you for your instructions before we accept your order.

5. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Products provided to you.

4. Payment

1. We do not accept payment by PayPal or American Express in respect of purchases for Products made under these Consumer Conditions.
2. We will do all that we reasonably can to ensure that all of

the information you give us when paying for the Products is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with the contract or our privacy policy (see Condition 11) or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

3. If your payment is not received by us and you have already received the Products you have ordered, you must:

1. pay for those Products within thirty (30) calendar days of your receipt of the Products; or
2. return those Products to us as soon as possible. If so, you must keep the Products in your possession, take reasonable care of them (including ensuring that you follow any instructions given with them) and not use them before you return them to us.

4. If you do not return any Products (such as where you have not paid for them), we may collect them from you at your expense. We will try to contact you to let you know if we intend to do this.

5. If there are outstanding payments from you that are due to us and we have attempted to contact you at least [three] times since the relevant due date of such payments but, after thirty (30) calendar days of our last contact with you in relation to the overdue payments, have yet to receive those payments, we may recharge to you our reasonable costs that we subsequently incur in collecting the outstanding payments from you (including any reasonable legal costs we incur or any reasonable costs that we incur in engaging a third-party debt collection agency to collect such outstanding sums).

6. Nothing in this Condition 4 (Payment) affects your legal rights to cancel the contract during the 'cooling-off' period under Condition 8.

5. Nature of the Products

1. Products may vary slightly from their pictures. The images of Products on our website or in our catalogues are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or any printed picture accurately reflects the colour of the products. Your Product may vary slightly from those images.

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2. The packaging of any Products may vary from that shown in images on our website or in our catalogues.

3. Any Products sold at discount prices or as remnants or as standard will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

4. We may make minor changes to Products in order to reflect changes in relevant laws or regulatory requirements, or to implement minor technical adjustments and developments

5. If we cannot supply certain Products, we may need to substitute them with alternative products of equal or better standard and value. In this case:

- 1.** we will let you know if we intend to do this but this may not always be possible; and
- 2.** you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

6. Delivery

1. Delivery of the Products will take place when we deliver them to the address that you gave to us.

2. The costs of delivery will be as communicated to you at the point at which we accept your order.

3. We will deliver the Products that are the subject of an accepted order to you as soon as reasonably possible and in any event:

- 1.** where the Products are Standard Products, within five (5) months after the day on which we accept your order; or
- 2.** where the Products are Non-Standard Products, within the time period stipulated in the relevant order acknowledgement form countersigned by you and returned to us.

4. We are not responsible for delays outside our control. If our supply of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of

substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

5. If no one is available at your address to take delivery of the Products you have ordered, we will contact you regarding how to rearrange delivery or collect the Products from a local depot. If you do not re-arrange delivery or collect the Products from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection, we may end the contract and Condition 10 will apply.

6. You are responsible for the Products from the time we deliver them to the address that you gave to us. In other words, the risk in the Products passes to you when you take possession of them.

7. We may deliver your ordered Products in instalments.

8. You will own a Product that you have purchased from us once we have received payment for it in full.

9. We may need certain information from you so that we can supply certain Products for you (such as Non-Standard Products). If so, this will have been stated to you in the course of our exchanges with you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Condition 10 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7. Faulty Products

1. Nothing in these Consumer Conditions affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law. For more detailed information on your rights and what you should expect from us, please:

- 1.** contact us using the contact details set out in

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Condition 1.4; or

2. visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

2. Please contact us using the contact details set out in Condition 1.4, if you would like:

1. us to repair the Products (where applicable);
2. us to replace the Products;
3. a price reduction; or
4. to reject the Products and get a refund.

8. Your rights to cancel or end the contract

1. If your order is for Standard Products and you placed the order by email, through our Website, or by telephone, you have the right to cancel our contract with you without giving any reason, provided you do so by no later than fourteen (14) calendar days after the delivery of those Standard Products. You do not have this cancellation right in respect of any order you have made for Non-Standard Products which are to your specifications. You also do not have this cancellation right in respect of any order made by you in person at one of our stores. Condition 8.3 sets out how to exercise your cancellation right.

2. Even if we are not at fault and you do not have a right to change your mind (see Condition 8.1), you can still end the contract before it is completed (i.e. before delivery of the Products to you), but you may have to pay us compensation. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, please inform us in accordance with Condition 8.3. The contract will end immediately and we will refund any sums paid by you for Products not provided, but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

3. To exercise the right to cancel described in Condition 8.1, you must inform us of your decision to cancel the contract by a clear statement (e.g. an email or a letter sent by post). You can use the model cancellation form set out in the box, but it is not obligatory.

9. Model Cancellation form

To: F. H. Brundle, 24-36 Lamson Road, Rainham, Essex RM13 9YY

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following Products: [Insert details of Products],

Ordered on [*]/received on [*]: [Insert relevant date]

Name of consumer(s): [Insert your name]

Address of consumer(s): [Insert your address]

Signature of consumer(s): [If sending by post, add your signature here]

Date: [Insert date]

[*] Delete as appropriate

10. Effects of cancellation

1. If you have the right to cancel (as described in Condition 8.1) and cancel our contract with you, we will, subject to Condition 9.5, reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

2. We may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you.

3. We will make the reimbursement without undue delay, and not later than:

1. fourteen (14) calendar days after the day we received back from you any Products supplied by us; or
2. if earlier, fourteen (14) calendar days after the day you provide evidence that you have returned the Products; or
3. if there were no Products supplied by us, fourteen (14) calendar days after the day on which we are informed about your decision to cancel the contract.

4. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5. If you have received the Products before you cancel the contract:

1. you must contact us (see Condition 1.4 for contact details) and quote your order reference number and the details of the Products to be returned;
2. without undue delay, send back the Products in their original packaging to the address that we will notify to you, and in any event not later than fourteen (14)

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calendar days from the day on which we send to you the relevant address details. The deadline is met if you send back the Products before the period of fourteen (14) calendar days has expired;

3. you will have to bear the direct cost of returning the Products; and

4. you will only be liable any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products.

11. Our rights to end the contract

1. If you do not make any payment to us when it is due and you still do not make payment within thirty (30) calendar days of us reminding you that payment is due (but note Condition 10.3), this contract shall end automatically (but also note Condition 10.4).

2. We may end the contract in respect of a Product you have ordered from us at any time by writing to you if you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us.

3. If we end the contract in the situations set out in Conditions 10.1 and 10.2, we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

4. If our contract with you is ended, it will not affect our right to receive any money which you owe to us under the contract.

12. Your privacy and personal information

1. Our privacy policy is available on our Website at <https://www.fhbrundle.co.uk/company/privacy-policy>.

2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use, and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query

or complaint about the use of your personal information.

13. Limit on our responsibility to you

1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

- 1.** losses or damages that were not foreseeable to you and us when the contract was formed (a loss or damage is not foreseeable where it is not obvious that it would happen or if, at the time the contract was made, neither you nor us knew it might happen);
- 2.** losses or damages that were not caused by any breach on our part; or for
- 3.** business losses or losses to non-consumers. This means that, if you use the Products for any commercial, business, or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. Disputes

1. We will try to resolve any disputes with you quickly and efficiently.

2. If you are unhappy with Products you have ordered from us, our service to you, or any other matter, please contact as soon as possible. Our contact details are set out in Condition 1.4.

3. If you and we cannot resolve a dispute using our internal complaint handling procedure:

- 1.** we will let you know that we cannot settle the dispute with you; and
- 2.** you may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal at <https://webgate.ec.europa.eu/odr>.

15. Miscellaneous

1. Nobody else has any rights under the contract. The contract is between you and us. No other person shall have any rights to enforce any of its terms.

2. If a court finds part of the contract illegal, the rest will continue in force. Each of these Consumer Conditions

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operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Consumer Conditions will remain in full force and effect.

3. Even if we delay in enforcing the contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking the contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against

you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

4. These Consumer Conditions are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live outside of England and Wales, you may, subject to local laws, bring legal proceedings in respect of the products in either the English courts or the courts of the jurisdiction in which you reside.

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SCHEDULE 2

SCHEDULE 2: TERMS AND CONDITIONS FOR BUSINESS

1. Applicability of Business Conditions

1. The Business Conditions contained in this Schedule 2 (Terms and Conditions for Business) apply in all circumstances where the Buyer is not a Consumer. The terms of Schedule 1 (Terms and Conditions for Consumers) apply where the Buyer is a Consumer, in which case the terms of this Schedule 2 (Terms and Conditions for Business) shall not apply.

2. Definitions and interpretation

1. The following definitions shall apply in these Business Conditions:

Business Conditions

means the terms and conditions contained in this Schedule 2 (Terms and Conditions for Business);

Business Day

means any day other than a Saturday, Sunday, public holiday in England or Scotland, or Festive Holiday;

Buyer

means the purchaser of the Products from the Seller, where such purchaser is not a Consumer;

Buyer's Personal Data

means Personal Data pertaining to the Buyer's Staff engaged or deployed by the Buyer to perform the Buyer's obligations under the Contract, which Personal Data specifically includes the name, employer, job title, email address, and telephone number of such Staff;

Consumer

is defined in section 2(3) of the Consumer Rights Act 2015;

Contract

means the agreement between the Seller and the Buyer for the sale and purchase of Products in accordance with these Business Conditions, and which is formed in accordance with Condition 4 (Contract formation);

Controller

is defined in Article 4(7) of the GDPR;

Data Protection Legislation

means the GDPR (or any successor legislation implemented in the United Kingdom during the term of the Contract), the Data Protection Act 2018, and all applicable laws concerning privacy and the use of Personal Data;

Delivery

means the completion of unloading of the Products at the Delivery Location;

Delivery Location

means the delivery address specified in the Order;

Festive Holiday

means any day falling between 1 and 2 January inclusive or between 23 and 31 December inclusive of any calendar year;

Force Majeure Event

means any event or sequence of events beyond a party's reasonable control preventing or delaying such party from performing its obligations under the Contract;

GDPR

means the European Union General Data Protection Regulation ((EU) 2016/679);

Intellectual Property Rights

means any and all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Non-Standard Products

means Products that are bespoke (and not Standard Products) and which are supplied to the Buyer in conformance with the applicable Revised Requirements (as defined in Condition 4.4);

Order

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means the Buyer's order for the Products as placed by the Buyer and submitted to the Seller in accordance with Condition 4.2;

Order Acknowledgment Form

means the Seller's standard form that the Seller may send to the Buyer following the Buyer's placement of an Order, and which shall be sent by the Seller in relation to accepted Orders for Non-Standard Products;

Personal Data

means the personal data (as defined in Article 4(1) of the GDPR) Processed by the Parties pursuant to the Contract, being the Seller's Personal Data and the Buyer's Personal Data;

Process / Processing

is defined in Article 4(2) of the GDPR;

Products

means the goods (or any part of them) that are the subject of an Order placed by the Buyer and accepted by the Seller;

Seller

means F.H. Brundle, a company incorporated and registered in England and Wales under number 07168270 and whose registered office is at 24-36 Lamson Road, Rainham, Essex RM13 9YY, and whose registered VAT number is 232242310;

Seller's Personal Data

means Personal Data pertaining to the Seller's Staff engaged or deployed by the Supplier to perform the Seller's obligations under the Contract, which Personal Data specifically includes the name, employer, job title, email address, and telephone number of such Staff;

Staff

means any and all staff, personnel, employees, consultants, officers, representatives, directors, and agents of the relevant party (and of any authorised subcontractor of such party) engaged, employed, or deployed by the relevant party for the performance of the relevant party's obligations under the Contract;

Standard Products

means non-bespoke standard products listed in the

Seller's catalogues and/or on the Seller's website at www.fhbrundle.co.uk from time to time;

Software

means the Seller's website at www.fhbrundle.co.uk and/or the design software available on such website, and which the Buyer may use to order Products from the Seller; and

VAT

means value added tax, as defined in the Value Added Tax Act 1994.

2. Headings are included for ease of reference only and shall not affect the construction of the Contract.

3. Any reference to any "Condition" is, except where it is expressly stated otherwise, a reference respectively to a clause in these Business Conditions.

4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, consolidation, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

3. Contact information

1. The Buyer can contact the Seller by email at sales@brundle.com or by using the email address, postal address or telephone number provided for each of the stores on the Seller's website: <http://www.fhbrundle.co.uk/customer-services>.

2. The Seller may contact the Buyer by using the telephone number, email address or postal address provided by the Buyer in the Order.

3. Notwithstanding the foregoing, notices under the Contract served by one party upon another shall be served in accordance with Condition 16 (Notices).

4. Contract formation

1. These Business Conditions apply to the Contract to the exclusion of any other terms that the Buyer may seek to apply, impose, or incorporate under any quotation, offer, acknowledgement, correspondence, or any other document

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issued by the Buyer, or which are implied by trade, custom, practice, or course of dealing. No addition to or alteration or substitution of these Business Conditions will bind the Seller unless they are expressly accepted in writing by a person authorised to sign on the Seller's behalf.

2. The Buyer shall place an Order by using the Software, or in person at the Seller's premises, or, in accordance with Condition 3.1, by telephone or email.

3. To the extent an Order placed by the Buyer relates to Standard Products, such Offer shall constitute an offer to purchase such Standard Products in accordance with these Business Conditions. The Contract shall come into existence and shall be governed by these Business Conditions once the Seller accepts the Order.

4. To the extent an Order placed by the Buyer relates to Non-Standard Products, the Buyer shall at the same time as placing the Order or promptly thereafter provide to the Seller complete and accurate information as to its requirements in respect of such Non-Standard Products, including without limitation the intended use thereof and any relevant measurements, drawings, and plans (the **"Initial Requirements"**). In such circumstances, such Order and Initial Requirements shall constitute an invitation to treat only and shall not constitute an offer to purchase Non-Standard Products capable of acceptance by the Seller. Upon receipt of such Order for Non-Standard Products and the relevant Initial Requirements, the Seller shall use its reasonable endeavours to offer Non-Standard Products reasonably conforming as far as is practicable to the Initial Requirements by way of submitting an Order Acknowledgement Form in respect thereof to the Buyer, which Order Acknowledgement Form shall include any amendments or revisions proposed by the Seller to the Initial Requirements (which, as thus amended or revised, or as simply confirmed by the Seller as acceptable in the Order Acknowledgement Form, shall hereinafter be referred to as the **"Revised Requirements"**). Such Order Acknowledgement Form and Revised Requirements shall constitute the Seller's offer for the Buyer to purchase Non-Standard Products conforming with the Revised Requirements, which offer shall be capable of acceptance by the Buyer for a period of thirty (30) calendar days from the date of its submission to the Buyer. The Contract in respect of such Non-Standard Products as per the Revised Requirements, and subject to these Business Conditions, shall come into existence where the Buyer accepts such

offer constituted by the Order Acknowledgement Form and the Revised Requirements by countersigning such Order Acknowledgement Form and returning it to the Seller.

5. The Contract constitutes the entire agreement and understanding between the parties in relation to the subject matter hereof and supersedes all prior representations, arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating to the same. Each party irrevocably and unconditionally waives any rights it may have to claim damages and/or to rescind the Contract for any misrepresentation or for breach of any warranty not contained in the Contract unless such misrepresentation or warranty was made fraudulently.

5. Specification and information

1. Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or on the Seller's website are produced for the sole purpose of giving an approximate idea of the Standard Products described therein, and shall not form part of the Contract. The images of the Products on the Seller's website and in the Seller's catalogues are for illustrative purposes only. The Seller has made every effort to display the Products accurately; however, it cannot guarantee that a device's display of the colours will accurately reflect the colour of the Products.

2. The Seller shall provide Non-Standard Products upon the basis of the Revised Requirements. It is the Buyer's sole responsibility to check that the information provided in the Revised Requirements is complete and accurate prior to accepting the Order Acknowledgement Form in respect of the Non-Standard Products pursuant to Condition 4.4. The Seller shall not be responsible for any errors in the specification of the Non-Standard Products supplied and which are due to the Buyer having provided incorrect, inadequate, incomplete, or insufficient information to the Seller or not having verified the accuracy of the Revised Requirements.

3. The Buyer shall be responsible for ensuring that all relevant information as to the proposed use of the Products is made available both to the Seller and any end user.

4. The Seller reserves the right to amend the Revised Requirements in relation to an Order for Non-Standard

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Products after the Buyer's acceptance of the Seller's Order Acknowledgement Form in respect thereof if so required by any applicable statutory or regulatory requirements.

5. The Seller may make minor changes to the Products in order to reflect changes in relevant laws or regulatory requirements, or to implement minor technical adjustments and developments.

6. Except as expressly stated in these Business Conditions and any applicable Revised Requirements, the Seller does not give any representations, warranties or undertakings in relation to the Products. Any representation, condition, or warranty which might be implied or incorporated into these Business Conditions by statute, common law, or otherwise is excluded to the fullest extent permitted by law.

6. Delivery and acceptance

1. The Seller shall use its reasonable endeavours to meet Delivery dates but such dates are approximate only. Time of Delivery shall not be of the essence.

2. The Seller may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment or terminate the Contract.

3. The Seller shall not be liable for any delay in or failure of Delivery caused by a Force Majeure Event or the Buyer's failure to make the Delivery Location available, to prepare the Delivery Location as required for Delivery of the Products, or to provide the Seller with adequate instructions for Delivery.

4. The Buyer may reject any Products which have defects that are apparent on normal visual inspection or which do not conform with any relevant Revised Requirements, provided always that it gives written notice of such rejection (which notice shall include full details of the relevant defect or discrepancy) within forty-eight (48) hours of the delivery of such Products to the Buyer. If the Buyer fails to give to the Seller such notice of rejection in accordance with this Condition 6.4 within such period of forty-eight (48) hours, the Buyer shall be deemed to have accepted such Products.

5. The Buyer shall not be entitled to reject any Delivery of Products on the basis that an incorrect volume of Products

has been supplied provided the volumes are within the tolerances (if any) set out in the relevant Order.

7. Title and risk

1. Risk in the Products shall pass to the Buyer upon delivery but title to the Products shall not pass to the Buyer until the Seller has received payment in full and cleared funds for the Products.

2. The Seller shall be entitled to take action to recover the price of the Products once such payment has become due regardless of whether title in the Products has passed to the Buyer.

3. Until such time as title in the Products passes to the Buyer, the Buyer shall:

- 1.** hold the Products as the Seller's bailee;
- 2.** keep the Products separate from those of the Buyer and third parties and properly stored and identified as the Seller's property and retain all the Seller's identification of the Products;
- 3.** not remove or alter any mark on or packaging of the Products;
- 4.** maintain the Products in the condition in which they were delivered to the Buyer and keep them insured against all risks for their full price from the date of delivery; and
- 5.** provide the Seller with such information relating to the Products as it may require from time to time, but the Buyer may resell the Products in the ordinary course of its business (in which case title to such Products shall immediately pass to the Buyer prior to such resale).

4. Until such time as title in the Products passes to the Buyer (and provided the Products are still in existence), the Seller may at any time require the Buyer to deliver up the Products to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Products are stored and repossess the Products.

5. Until such time as title in the Products passes to the Buyer, the Buyer shall not be permitted to pledge or any way charge by way of security for any indebtedness any of the Products. In the event that the Buyer, in breach of this provision, proceeds to so pledge or charge the Products then all monies owing by the Buyer to the Seller under the Contract or any other agreement shall without prejudice to

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Condition 7.2 (without limiting any other right or remedy or the Seller) forthwith become due and payable.

8. Price and payment

1. The price of Standard Products shall be as set out on the Seller's website at the time at which the Buyer places its Order for such Standard Products. The price of Non-Standard Products shall be as set out in the Order Acknowledgement Form submitted by the Seller to the Buyer following receipt of the Buyer's Order and Initial Requirements.

2. Unless otherwise agreed in writing by the Seller and save as expressly stated in these Business Conditions, the Buyer shall, in accordance with the provisions of this Condition 8 (Price and payment), pay the amounts due to the Seller under each invoice submitted to the Buyer in respect of Products supplied under the Contract in full and cleared funds by no later than the end of the month immediately following the month of such invoice, and time for payment shall be of the essence.

3. Where the Buyer has placed an Order for Non-Standard Products in accordance with Condition 4.4, the Seller shall provide to the Buyer at the same time as its Order Acknowledgement Form and the Revised Requirements an invoice for a non-refundable deposit of fifty per cent (50%) of the price of all such Non-Standard Products that are the subject of such Order Acknowledgement Form (the "**Deposit**"). The Buyer shall, immediately upon countersigning and returning such Order Acknowledgement Form and thus creating the Contract in respect of the purchase of such Non-Standard Products in accordance with Condition 4.4, pay such Deposit in full and cleared funds to the Seller. The Buyer acknowledges and accepts that all Non-Standard Products are manufactured to order and that, accordingly, the Seller shall not arrange for the manufacture of such Non-Standard Products unless and until the Deposit has been received by the Seller in full and cleared funds. The Buyer acknowledges that any accepted but unfulfilled Orders for Non-Standard Products may not be cancelled and the Non-Standard Products may not be returned unless found to be defective.

4. The Seller shall not accept any payment made by American Express or PayPal in respect of purchases of Products made under these Business Conditions.

5. The Seller reserves the right at any time before Delivery of Products to increase the price of such Products in order to reflect any increase in the cost of the Contract which is due to:

1. any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture);
2. any change in delivery date or Specification which is requested by the Buyer; or
3. any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

6. Where the price of the Products has increased pursuant to Condition 8.5, the Seller shall give the Buyer advanced written notice of the increase, upon receipt of which the Buyer shall have the option of accepting the higher price or cancelling the Contract.

7. Where a Product is incorrectly priced on the Seller's website or in the Seller's catalogues and the Seller identifies such incorrect price prior to the Contract coming into existence in accordance with Condition 4 (Contract formation), the Seller shall confirm the correct price to the Buyer. Where the correct price is less than the price stated on the Seller's website or in the Seller's catalogues at the time of the Order having been placed, the Seller shall charge the lower amount to the Buyer. Where the correct price is higher than the price stated on the Seller's website or in the Seller's catalogues at the time of the Order having been placed, the Seller shall endeavour to contact the Buyer prior to the Order being finalised and the Contract coming into existence. Where the Seller accepts and processes an Order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by the Buyer as a mispricing, the Seller may terminate the Contract by written notice to the Buyer (such notice having immediate effect), refund to the Buyer any sums already paid by the Buyer, and require the return of any Products already provided to the Buyer.

8. The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional sums in respect of VAT as are chargeable on the supply of the Products.

9. If the Buyer fails to make any payment to the Seller by the relevant due date then, without limiting any other right

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or remedy available to the Seller, the Seller may:

1. terminate the Contract or suspend any further deliveries to the Buyer;
2. appropriate any payment made by the Buyer to such of the Products (or the Products supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
3. charge the Buyer statutory interest on the overdue sum in accordance with the Late Payments of Commercial Debts (Interest) Act 1998 until payment of the overdue sum, whether before or after judgment (and the Buyer shall pay such interest together with the overdue amount).

10. The Seller hereby reserves the right to recharge the Buyer for the costs incurred in connection with the Seller's efforts to collect any outstanding payments including without limitation any legal costs reasonably incurred by the Seller or in connection with any third-party debt collection agency.

11. All amounts due under the Contract shall be paid in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part.

9. Termination

1. Either party may terminate the Contract at any time by giving notice in writing to the other party if:

1. the other party commits a material breach of the Contract and such breach is not remediable;
2. the other party commits a material breach of the Contract which is not remedied within fifteen (15) Business Days of receiving written notice of such breach;
3. any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

2. Without prejudice to any other rights that it may have, the Seller may terminate the Contract immediately on written notice to the Buyer if the Buyer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid ten (10) Business Days after

the Buyer has received a written notification from the Seller that the payment is overdue.

3. If the Buyer becomes subject to any of the following:

1. the Buyer suspends, or threatens to suspend, payment of its debts or is deemed unable to pay its debts;
2. a petition is filed, notice given, resolution passed or an order is made for or in connection with the winding up of the Buyer;
3. (being an individual) the Buyer is subject to a bankruptcy petition or order;
4. a creditor or encumbrancer of the Buyer attaches or takes possession of the whole or any part of its assets and such process is not discharged within fourteen (14) calendar days;
5. an application is made to court or an order is made for the appointment of an administrator;
6. a floating charge holder over the Buyer's assets has become entitled to appoint an administrative receiver;
7. the Buyer suspends or ceases, or threatens to suspend or cease, to carry on all or substantially the whole of its business; or
8. the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy then, without limiting any other right or remedy available to the Seller, the Seller may terminate the Contract by written notice to the Buyer (such notice having immediate effect) and cancel or suspend all further deliveries under the Contract or under any other contract between the Seller and the Buyer without incurring any liability to the Buyer and all outstanding sums in respect of the Products delivered to the Buyer shall become due immediately.

4. On termination of the Contract for any reason:

1. the Buyer shall immediately pay all outstanding invoices of the Seller; and
2. the Seller shall promptly invoice the Buyer for all Products delivered but not yet invoiced and payment for such invoices shall be due immediately on receipt by the Buyer.

5. Termination of the Contract shall not affect any of the parties' respective rights or remedies that have accrued as at the date of such termination. Business Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

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10. Storage

1. If the Buyer fails to take delivery of the Products or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of a Force Majeure Event or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

1. store the Products until completion of delivery and charge the Buyer for the reasonable costs (including insurance) of such storage;
2. sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price of the Products under the Contract; and/or
3. terminate the Contract by written notice (which notice shall have immediate effect).

11. Force majeure

1. Subject to Condition 11.2, neither party shall be liable if such party delayed in or prevented from performing its obligations under the Contract due to a Force Majeure Event, provided that such party promptly notifies the other party of such Force Majeure Event and the expected duration thereof, and uses its reasonable endeavours to minimise the effects of such Force Majeure Event.

2. Nothing in this Condition 11 (Force majeure) shall exonerate either party from its responsibility to make any monetary payment provided for under the Contract.

12. Confidentiality

1. Both the Seller and the Buyer shall keep confidential and shall not (unless required to do so by law, a court of competent jurisdiction, or any governmental or regulatory authority) without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations, or other communications between the parties relating to either party's business, the Products, and the Contract. This Condition 12 (Confidentiality) shall survive termination or expiry of the Contract and shall continue in full force and effect for a period of three (3) years thereafter.

13. Data protection

1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 13 (Data Protection) is in addition to (and does not relieve, remove, or replace) either party's obligations or rights under the Data Protection Legislation.

2. The parties acknowledge that, for the purposes of the Data Protection Legislation, the Seller is the Controller of the Supplier's Personal Data and the Buyer is the Controller of the Buyer's Personal Data. During the term of the Contract only, and subject always to Condition 13.4, the Seller may Process the Buyer's Personal Data (the relevant data subjects of such Processing being the Buyer's Staff) and the Seller may Process the Seller's Personal Data (the relevant data subjects of such Processing being the Seller's Staff) for the purposes of the management and the performance of the Contract.

3. Without prejudice to the generality of Condition 13.1, the Seller shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Seller's Personal Data to the Buyer for the duration and purposes of the Contract, and the Buyer shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Buyer's Personal Data to the Seller for the duration and purposes of the Contract.

4. Where either party (the "Processing Party") Processes Personal Data controlled by the other party (the "Controlling Party") in accordance with Condition 13.2, the Processing Party shall:

1. Process such Personal Data only on the documented written instructions of the Controlling Party, unless the Processing Party is required by law to otherwise Process such Personal Data;
2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data;
3. ensure that the Processing Party's Staff who have access to and/or Process such Personal Data are obliged to keep such Personal Data confidential;
4. not transfer any such Personal Data outside of the European Economic Area (which, for the purposes of this Condition 13.4.4 only, shall be deemed always

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to include the United Kingdom, irrespective of any withdrawal of the United Kingdom or any of its constituent countries therefrom) unless the prior written consent of the Controlling Party has been obtained and: (i) the Processing Party or the Controlling Party has provided appropriate safeguards in relation to the transfer; (ii) the relevant data subject has enforceable rights and effective legal remedies; (iii) the Processing Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any such Personal Data that is transferred; and (iv) the Processing Party complies with reasonable instructions notified to it in advance by the Controlling Party with respect to the Processing of such Personal Data;

5. assist the Controlling Party, at the Controlling Party's sole cost, in responding to any request received by the other Party 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;

6. at the written direction of the Controlling Party, delete or return such Personal Data and copies thereof to the Controlling Party on termination or expiry of the Contract unless required by law to store such Personal Data; and

7. maintain complete and accurate records and information to demonstrate the Processing Party's compliance with this Condition 13.4 and allow for audits by the Controlling Party or the Controlling Party's designated auditor and immediately inform the Controlling Party if, in the Processing Party's opinion, an instruction from the Controlling Party infringes the Data Protection Legislation.

14. Liability

1. Nothing in these Business Conditions shall operate or be construed to operate so as to exclude or restrict the liability of either party for:

- 1.** fraud or fraudulent misrepresentation;
- 2.** death or personal injury resulting from negligence;
- 3.** breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 4.** any other matter for which it would be unlawful for either party to exclude liability.

2. Neither party shall benefit from any limitation or exclusion set forth in this Condition 14 (Liability) in respect of any liability arising from its deliberate default or wilful misconduct.

3. Nothing in this Condition 14 (Liability) shall limit or exclude the Customer's payment obligations under the Contract.

4. Subject to Conditions 14.1 to 14.3 inclusive, neither party shall under any circumstances whatsoever be liable to the other (whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise) for any:

- 1.** loss of or damage to goodwill or reputation;
- 2.** loss of business opportunity or agreements in contracts;
- 3.** loss of anticipated saving;
- 4.** loss of profit;
- 5.** any loss arising out of the lawful termination of the Contract;
- 6.** loss or corruption of software, data, or information; or
- 7.** special, indirect, or consequential loss or damage suffered by the other party that arises directly or indirectly out of, under, due to, or in connection with the Contract.

5. Subject to Conditions 14.1 to 14.3 inclusive:

- 1.** the Supplier's total liability arising directly or indirectly out of, under, due to, or in connection with the Contract and any and all Orders (whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise) shall in all circumstances be limited to the total value of all sums already paid and all sums payable by the Buyer to the Supplier under the Contract in consideration of the particular Product(s) (whether or not invoiced to the Buyer) appertaining to the losses in question.
- 2.** unless either party gives written notice to the other that it intends to make a claim in respect of an event (such written notice identifying such event and the grounds for the claim in reasonable detail) within thirty-six (36) months of the date on which it became (or ought reasonably to have become) aware of the event having occurred (as opposed to it becoming aware of its having grounds to make a claim in respect thereof), the other party shall have no liability for that event.

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15. Intellectual property

1. All Intellectual Property Rights subsisting in the Software shall remain the property of the Seller, and all Intellectual Property Rights subsisting in any drawings, plans, designs or other materials submitted by the Buyer to the Seller (including through the Software) in connection with the Contract ("Buyer Materials") shall remain the property of the Buyer or the relevant licensor.

2. The Buyer warrants and represents that it is either the sole legal and beneficial owner of, and owns all the rights and interests in, the Intellectual Property Rights subsisting in the Buyer Materials, or that it is authorised under a licence or licences from the legal and beneficial owner(s) of such Intellectual Property Rights to use the Buyer Materials for the purposes set out in the Contract. The Buyer warrants and represents that the Seller's use of the Buyer Materials in the performance of its obligations under this Contract shall not infringe the rights (including Intellectual Property Rights) of any third party.

3. The Buyer shall on first demand fully indemnify the Seller and keep the Seller fully indemnified against all losses, liabilities, costs, expenses, or damages (including but not limited to any direct, indirect, or consequential losses, loss of profit, and loss of reputation) suffered on incurred by the Seller arising directly or indirectly out of, under, or in connection with any breach of the warranties and representations contained in Condition 15.2.

16. Notices

1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid tracked-delivery post at its registered office or shall be sent by email, where the recipient of such notice is the Seller, to sales@brundle.com or, where the recipient is the Buyer, to the email address stipulated by the Buyer in the Buyer's Order.

2. Any notice sent in accordance with this Condition 16 (Notices) shall be deemed to have been received:

1. if delivered by hand, upon signature of a delivery receipt;
2. if sent by tracked-delivery postage service, at the delivery time recorded by the delivery service (save that, if deemed receipt under this Condition 16.2.2

would occur outside business hours in the place of receipt, it shall be deferred until business hours resume); or

3. if sent by email, on the next Business Day after transmission, provided always that no error message, out-of-office or other automated reply, bounce-back, or other notification of a failure of or delay to transmission is received by the Party sending such notice within forty-eight (48) hours of attempted transmission.

3. This Condition 16 (Notices) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. Miscellaneous

1. Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

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

3. Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

4. Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

5. The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

6. Any variation of the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by a person authorised by the Seller.

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7. Each party confirms it is acting on its own behalf in relation to the Contract and not for the benefit of any other person. A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on such person.

8. The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for herein. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

18. Jurisdiction and governing law

1. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed in all respects by English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.