



Conditions of Sale

1. GENERAL

In these Conditions, the following definitions apply:

"Bespoke Goods"

means Goods which are not part of the Supplier's standard range of Goods and which have been manufactured or procured by the Supplier to the Customer's specific order, design or specification.

"Business Day"

means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

"Conditions"

means these terms and conditions as amended from time to time in accordance with Clause 24.

"Contract"

means the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"Customer"

means the person or firm who purchases the Goods and/or Services from the Supplier.

"Goods"

means the goods (or any part of them) set out in the Order.

"Goods Specification"

means any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

"Intellectual Property Rights"

means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Minimum Carriage Paid Order Value"

means the Supplier's minimum carriage paid order value from time to time, as shall be notified to the Customer upon request.

"Order"

means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

"Quantity"

means in relation to Goods, the number, length, volume, or other such measure of quantity as may be applicable given the nature of the Goods.

"Services"

means the services supplied by the Supplier to the Customer as set out in the Service Specification.

"Service Specification"

means the description or specification for the Services provided in writing by the Supplier to the Customer.

"Supplier"

means ERA Home Security Limited registered in England and Wales with company number 2838541 trading as ERA, and any of its agents from time to time.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier confirms acceptance of the Order either orally, in writing or by delivery of the Goods/performance of the Services (as applicable), at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 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.

- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue unless agreed otherwise between the parties in writing (subject to any obvious errors or omissions on the part of the Supplier).

3. TECHNICAL DATA

- 3.1 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

4. GOODS

- 4.1 The Goods are described in (as applicable):

4.1.1 the Supplier's catalogue as modified by any applicable Goods Specification;

4.1.2 the Goods Specification; and/or

4.1.3 in the case of Bespoke Goods, the relevant design, specification or such other document as sets out the requirements of the Customer in relation to such Bespoke Goods.

- 4.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the

Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This Clause 4.2 shall survive termination of the Contract.

5. VARIATIONS TO GOODS SPECIFICATION

- 5.1 The Supplier reserves the right to:

5.1.1 amend the Goods Specification if required by any applicable statutory or regulatory requirements; or

5.1.2 substitute any other components or materials of equivalent strength and quality when the components or materials in the Goods Specification are not readily available; or

5.1.3 make modifications to the Goods without prior notice in the interests of technological improvements.

6. DELIVERY OF GOODS

- 6.1 Subject to Clause 6.2, the Supplier 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.

- 6.2 Notwithstanding Clause 6.1, if it is agreed between the parties that the Customer shall collect (or arrange for collection of) the Goods, the Customer shall do so from the Supplier's premises or such other location as may be advised by the Supplier before delivery ("**Collection Location**") within three Business Days of the Supplier notifying the Customer that the Goods are ready.

- 6.3 Delivery of the Goods shall be completed (as applicable):

6.3.1 where the Supplier delivers the Goods pursuant to Clause 6.1, upon the Goods' arrival at the Delivery Location; or

6.3.2 where the Customer collects the Goods pursuant to Clause 6.2, upon the completion of loading of the Goods at the Collection Location.

- 6.4 Any dates quoted for delivery or collection of the Goods are approximate only, and the time of delivery is not of the essence. 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.

- 6.5 If the Customer fails to collect, accept or take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

6.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

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- 6.5.2 the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 6.6 If three Business Days after the Supplier notified the Customer that the Goods were ready for collection or delivery the Customer has not accepted or taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 6.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.8 If the Supplier requires the Customer to return any packaging material to the Supplier:
- 6.8.1 the Supplier shall inform the Customer of the same in advance of delivery of the relevant Goods;
- 6.8.2 the Customer shall make such packaging materials available for collection at such times as the Supplier shall reasonably request and in a suitable condition to allow for re-use by the Supplier; and
- 6.8.3 returns of packaging materials shall be at the Supplier's expense (save that the Supplier reserves the right to recover the cost of replacement packaging from the Customer in the event that the packaging materials are not made available for collection in accordance with the terms of Clause 6.8.2).
- 7. QUALITY OF GOODS**
- 7.1 Unless a separate warranty is given by the Supplier in relation to the Goods (which will be subject to any terms contained in such warranty), the Supplier warrants that on delivery, and for a period of 12 months from the date of delivery ("**Warranty Period**"), the Goods shall:
- 7.1.1 conform in all material respects with their description and any applicable Goods Specification;
- 7.1.2 be free from material defects in design, material and workmanship; and
- 7.1.3 be fit for the purpose for which such Goods are commonly supplied for (to the extent that the Goods are used in an appropriate and reasonable manner by the Customer or end user and in appropriate conditions for the nature of such Goods).
- 7.2 Subject to Clause 7.3, if:
- 7.2.1 the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 7.1;
- 7.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
- 7.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in Clause 7.1 if:
- 7.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with Clause 7.2;
- 7.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- 7.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
- 7.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
- 7.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- 7.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 7.4 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 set out in Clause 7.1.
- 7.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under Clause 7.2.
- 8. RETURN OF GOODS**
- 8.1 In respect of Goods which do not comply with the warranty in Clause 7.1, the provisions of Clause 7 shall apply.
- 8.2 In respect of Goods which comply with the warranty in Clause 7.1 but which the Customer nevertheless wishes to return:
- 8.2.1 any such returns shall be at the sole discretion of the Supplier;
- 8.2.2 the Supplier shall not accept returns of any part or incomplete boxes of Goods;
- 8.2.3 the Customer will not be entitled to any refund of the price paid for such Goods where the Goods have been used or damaged in any way; and
- 8.2.4 the Customer may be charged a handling fee at the rate which is in effect at the time of return of the Goods.
- 9. TITLE AND RISK**
- 9.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 9.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
- 9.2.1 the Goods; and
- 9.2.2 any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.
- 9.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 9.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;
- 9.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- 9.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 9.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- 9.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in Clause 15.1.1 to Clause 15.1.5; and
- 9.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time,
- but the Customer may resell or use the Goods in the ordinary course of its business.
- 9.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Clause 15.1.1 to Clause 15.1.5, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Customer's right to use or resell such Goods will be revoked and the Supplier may at any time require the Customer to deliver up the Goods and, 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.
- 10. SUPPLY OF SERVICES**
- 10.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 10.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

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- 10.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 10.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 10.5 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 11. CUSTOMER'S OBLIGATIONS**
- 11.1 The Customer shall:
- 11.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification or Services Specification are complete and accurate;
- 11.1.2 co-operate with the Supplier in all matters relating to the Services;
- 11.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- 11.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 11.1.5 prepare the Customer's premises for the supply of the Services; and
- 11.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- 11.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 11.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 11.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 11.2; and
- 11.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 12. CHARGES AND PAYMENT**
- 12.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery or such other price as may be agreed between the parties.
- 12.2 Where value of the Order is below the Supplier's Minimum Carriage Paid Order Value, the price of the Goods (unless explicitly stated otherwise) shall include the cost of packaging but exclude costs and charges in respect of insurance and transport, which (unless the Customer is to collect the Goods) shall be invoiced to the Customer.
- 12.3 Where the value of the Order exceeds the Supplier's Minimum Carriage Paid Order Value, the price of the Goods (unless explicitly stated otherwise) shall include the cost of packaging and costs and charges in respect of insurance and transport.
- 12.4 The charges for Services shall be on a time and materials basis:
- 12.4.1 at the Supplier's prevailing daily fee rate for such Services from time to time, or at such other rate as may be agreed between the parties; and
- 12.4.2 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 12.5 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- 12.5.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 12.5.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 12.5.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 12.6 In respect of Goods, the Supplier shall invoice the Customer on or at any time after despatch of the Goods by the Supplier (or collection by the Customer as applicable). In respect of Services, the Supplier shall invoice the Customer monthly in arrears.
- 12.7 The Customer shall pay each invoice submitted by the Supplier:
- 12.7.1 on or before the 30th day of the month following the date of the invoice (unless otherwise agreed between the parties in writing); and
- 12.7.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 12.8 Where the price for Goods and/or the charges for Services represent a discount on the Supplier's standard prices for such Goods and/or Services and the Customer fails to comply with the terms of Clause 12.7, the Supplier may, without prejudice to any other right or remedy to which it may be entitled, revoke the discount and the Customer shall be liable to pay the full standard price for such Goods and/or Services.
- 12.9 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 12.10 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment ("**Due Date**"), the Supplier shall have the right to charge interest on the overdue amount at the rate of five per cent per annum above the then current Barclays bank plc's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 12.11 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 13. CONFIDENTIALITY**
- A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause 13 shall survive termination of the Contract.
- 14. LIMITATION OF LIABILITY**
- 14.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 14.1.2 fraud or fraudulent misrepresentation;
- 14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 14.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

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- 14.1.5 defective products under the Consumer Protection Act 1987.
- 14.2 Subject to Clause 14.1:
- 14.2.1 the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 14.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the cost of the relevant Goods and/or Services.
- 14.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 14.4 This Clause 14 shall survive termination of the Contract.
15. **TERMINATION**
- 15.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 15.1.1 if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the other party or if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party);
- 15.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 15.1.3 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 15.1.4 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 15.1.1 to Clause 15.1.3 (inclusive); or
- 15.1.5 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
- 15.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract:
- 15.2.1 by giving the Customer 30 days' written notice;
- 15.2.2 with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 15.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if:
- 15.3.1 the Customer fails to make pay any amount due under this Contract on the due date for payment; or
- 15.3.2 the Customer becomes subject to any of the events listed in Clause 15.1.1 to Clause 15.1.5, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
16. **CONSEQUENCES OF TERMINATION**
- 16.1 On termination of the Contract for any reason:
- 16.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 16.1.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 16.1.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
17. **FORCE MAJEURE**
- 17.1 For the purposes of this Contract, "**Force Majeure**" Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 17.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 17.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than two weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
18. **ASSIGNMENT AND SUBCONTRACTING**
- 18.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 18.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
19. **NOTICES**
- 19.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 19.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- This Clause 19 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.
20. **WAIVER AND CUMULATIVE REMEDIES**
- 20.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 20.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.
21. **SEVERANCE**
- 21.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 21.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
22. **NO PARTNERSHIP**
- Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
23. **THIRD PARTIES**
- Subject to Clause 18.1, a person who is not a party to the Contract shall not have any rights under or in connection with it.

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24. **VARIATION**
Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.
25. **GOVERNING LAW AND JURISDICTION**
This 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 by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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