



1. INTERPRETATION

1.1 In these Conditions except where the context otherwise requires the following expressions have the following meanings:-

“The Company” means W J Components Limited and/or W J Timber Treatments Limited;

“The Conditions” means these terms and conditions of sale;

“The Contract” means any contract between the Company and the Customer for the sale of Goods and/or provision of Services incorporating these Conditions;

“The Customer” means any company, person or firm dealing with the Company;

“The Goods” means the goods to be manufactured and/or supplied by the Company pursuant to the Contract whether such goods be as set out in the Company’s quotation/tender/offer or goods in substitute therefore pursuant to Condition 10 below;

“Intellectual Property” means any intellectual property belonging to the Company including, by way of illustration only, all rights in designs whether registered or unregistered, copyright or patent used in connection with or incidentally to the Contract;

“The Services” means any services the Company may provide from time to time.

1.2 In these Conditions references to a gender include every gender, reference to persons include an individual, company, corporation, firm or partnership and reference to the singular include the plural and vice versa as the context admits or requires.

1.3 Headings are for ease of reference only and shall not affect the construction of these Conditions.

2. Terms and Conditions

2.1 The Company will only contract to sell Goods to a Customer subject to these Conditions. Any order placed by a Customer shall be subject to these Conditions, and any conditions of purchase or other conditions whether of general application or otherwise of or purporting to be imposed by the Customer shall be of no effect notwithstanding that the same appear on any acceptance of any quotation/tender/offer by the Company.

2.1 No addition to or variation or exclusion of the Conditions shall have effect and no representation or warranty, collateral or otherwise shall bind the Company and no statement made by anyone whether purporting to act on behalf of the Company or otherwise shall vary these Conditions unless such representation, warranty, statement or variation shall be made in writing and signed by a director of the Company and shall be stated to be made specifically in pursuance of this Condition.

2.3 For the avoidance of any doubt the Customer expressly acknowledges and accepts that the Company’s Conditions and no others except as aforesaid shall be applicable to the Contract, and acceptance of Goods by the Customer shall conclusively evidence acceptance of these Conditions.

3. Offer and Acceptance

3.1 Each order for Goods or Services by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods or Services subject to these Conditions.

3.2 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company commences manufacture of the Goods, their appropriation to the Customer’s order or despatch of the Goods to the Customer. Any order shall be accepted entirely at the discretion of the Company.

3.3 It is the Customer’s obligation to ensure that the terms of its order and any applicable specification are complete and accurate.

3.4 Any quotation or estimate made by the Company is given subject to these Conditions. Without prejudice to the Company’s right not to accept an order, quotations will be valid for 14 days from date of issue.

4. Description of the Goods and Services

4.1 The description of the Goods or Services shall be set out in the Company’s acknowledgement of order or, in its absence, the Company’s quotation.

4.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions, details or illustrations contained in the Company’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them and they will not form part of the Contract unless otherwise agreed in writing.



- 5 Customer's obligations**
- 5.1 In addition to any other obligations in these terms, the Customer shall:
- 5.1.1 ensure that the terms of its order and (if submitted by the Customer) any specification for the Goods and/or Services are complete and accurate and contain any information requested by the Company;
 - 5.1.2 co-operate with the Company in all matters relating to the Services;
 - 5.1.3 provide the Company with such information and (if necessary) materials as the Company may reasonably require to supply the Services and/or the Goods, and ensure that such information is accurate in all respects;
 - 5.1.4 where applicable and without limiting the foregoing:
 - 5.1.4.1 inform the Company of any timber species to be treated and the use class/classification required;
 - 5.1.4.2 store all Goods in a secure place, raised from the ground and adequately protected from the weather; and
 - 5.1.4.3 comply with any other instructions or recommendations provided by the Company
 - 5.1.5 where applicable liberally brush or coat with cut and treat preservative any surfaces of the Goods which are subsequently cut, particularly those exposing end grain; and
 - 5.1.6 without limiting the foregoing comply with any instructions or recommendations (whether oral or written) that the Company issues.

6 Satisfactory References

Customers are required to submit references with their first order. The Company's acceptance of orders is conditional upon the provision of such references to the satisfaction of the Company. Credit terms are granted subject to the Customers' creditworthiness being acceptable to the Company. Payment with order or against pro forma invoices may be required at the discretion of the Company

7. Prices

7.1 Save as appears in Condition 6.4 below the prices of the Goods shall be the Company's prices ruling at date of their despatch or as the case may be their collection from the Company's premises. Prices stated in all

- and any quotations by the Company are intended as guidance only, and both printed and quoted prices are subject to alteration without notice accordingly.
- 7.2 The Company reserves the right to charge such sums as the Company deems appropriate for any quotations, brochures or other sales literature as may have been prepared for or delivered to the Customer.
 - 7.3 Unless otherwise agreed in writing the price for the Goods and/or Services shall be exclusive of any value added tax or other similar tax or levies and all costs or charges in relation to packaging, labelling, loading, unloading, carriage, freight, and insurance all of which amounts the Customer will pay, where appropriate, in addition when it is due to pay for the Goods and/or Services.
 - 7.4 The Company may in a particular order agree with a Customer to hold quoted prices firm, or firm for a period, or firm subject to imposition of any duty or tax or any increase in price of raw materials, or to limit any increase over quoted prices e.g. to an agreed percentage, but any such agreement shall not be binding unless in writing and signed by a director of the Company.

- 8 Payment Terms**
- 8.1 Payment of the price is exclusive of VAT and any other statutory impositions or any delivery or other charges and is due in full and without any right of set-off within one month of the date of delivery of the Goods or provision of the Services or in the case of delivery by instalments within one month of the date of delivery of each instalment. If the Goods or any instalment thereof are ready for delivery but the Customer has not given any necessary forwarding instructions the date of readiness shall be deemed for this purpose to be the date of delivery.
 - 8.2 Interest will be payable in respect of any payment made after the due date at the rate of 8% per annum above the Lloyds TSB Bank Base Rate from time to time and will be added to the outstanding invoice value for each month or part thereof. The new total will become immediately overdue for payment. Whilst an account is overdue the Company shall be entitled to withhold further deliveries and shall have no liability whatsoever in respect of any delay or cost howsoever arising from such action which shall be the liability of the Customer.
 - 8.3 Time for payment shall be of the essence and no payment shall be deemed to have been received until the Company has received cleared funds.
 - 8.4 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counter claims, discount, abatement or otherwise unless the Customer has a



valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

8.5 In default of payment in accordance with the above provisions the Company shall (without prejudice to all and any of its other rights) be entitled:-

- 8.5.1 to treat the Contract as at an end; and
- 8.5.2 to claim damages resulting therefrom; and
- 8.5.3 to refuse to fulfil any other outstanding contractual obligations owed to the defaulting Customer without liability; and
- 8.5.4 to repossess the Goods (and for that purpose to enter upon the property in which the same are situated).

8.6 All monies received by the Customer in respect of the Goods and subject matter of the Contract shall be held on trust for the Company until payment of all sums due hereunder.

9. Delivery

9.1 Unless otherwise agreed in writing by the Company delivery of the Goods shall take place at the Company's place of business in normal business hours and the Customer shall take delivery of the Goods within 7 days of the Company giving the Customer notice that the Goods are ready for delivery.

9.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate only and time for delivery shall not be of the essence. If no dates are so specified, delivery will be within a reasonable time.

9.3 If for any reason the Customer does not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations then the Goods will be deemed to have been delivered, risk passing to the Customer (including for loss or damage caused by the Company's negligence) and the Company may:-

- 9.3.1 store the Goods until actual delivery whereupon the Customer will be liable for all related costs and expenses (including without limitation storage and insurance); or
- 9.3.2 sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses)

charge the Customer for any shortfall below the Contract price.

9.4 The Customer will provide at its expense at the place of delivery adequate and appropriate equipment and manual labour for loading the Goods.

9.5 If the Company delivers to the Customer a quantity of Goods of up to 5% more or less than the quantity ordered by the Customer, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for the Goods delivered at the pro rata Contract rate.

9.6 The Company shall be entitled at its discretion to make delivery of the Goods by instalments and to invoice the Customer for each instalment individually. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated or to refuse to accept subsequent instalments.

9.7 The Customer will be deemed to have accepted the Goods as being in accordance with the Contract unless:-

- 9.7.1 within 7 days of the date of delivery of the Goods, the Customer notifies the Company in writing of any defect or other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within 7 days); or
- 9.7.2 the Customer notifies the Company in writing of any defect or other failure of the Goods to conform with the Contract within a reasonable time where the defect or failure would not be so apparent within 7 days of the date of delivery,

failing which the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9.8 The Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract.



- 9.9 The Company shall only be liable for any non-delivery of Goods (even if caused by the Company's negligence) if the Customer gives written notice to the Company within 7 days of the date when the Goods would, in the ordinary course of events, have been delivered.
- 9.10 If the Customer gives notice to the Company in accordance with Condition 8.9, the liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- 10 **Substitution**
- 10.1 Notwithstanding that time is not of the essence as aforesaid, the Company reserves the right if for any reason whatsoever it appears to the Company that it will be unable to supply the Goods or any of them by any quoted date to supply goods which in its reasonable discretion it believes will achieve comparable performance.
- 10.2 The right of the Company to alter or substitute Goods as provided for in Condition 10.1 above shall also be exercisable as to all and any other Goods whose compatibility with and/or capacity to perform together with the Goods altered or substituted pursuant to Condition 10.1 above appears to the Company in its reasonable discretion to be in doubt, and the Company may alter or substitute any such Goods for goods which in its reasonable discretion would be compatible with any Goods altered or substituted pursuant to Condition 10.1 as aforesaid.
- 10.3 In the event of the Company exercising its right under Conditions 10.1 or 10.2 above the Company shall if appropriate adjust the price payable by the Customer accordingly, provided that if the effect of such alteration or substitution is to increase the total price otherwise payable by more than 10% the Company shall give notice in writing to the Customer thereof and the Customer shall have the right exercisable by notice in writing upon the Company to be given not later than 7 days after receipt by the Customer of the Company's said notice to terminate the Contract, whereupon the Contract shall be terminated without right or remedy by either party against the other save in respect of any rights accrual paid on such termination.
11. **Title in the Goods**
- 11.1 All Goods supplied by the Company to or to the order of the Customer shall remain the sole and absolute property of the Company as legal and equitable owners until such time as all sums due to the Company from the Customer (including any interest due) whether in respect of such delivered Goods or Goods to be delivered to the Customer pursuant to this Contract or in respect of all and any Goods delivered to the Customer pursuant to other contracts between the Company and the Customer (whether entered into before or after the date of this Contract) or otherwise arising to the Company by the Customer have been paid in full. Pending such payment in full the Customer shall be in possession of the Goods solely as bailee for the Company.
- 11.2 Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer:-
- 11.2.1 the Customer shall hold the Goods on a fiduciary basis as the Company's bailee;
- 11.2.2 the Customer shall store the Goods at its premises in a proper manner in conditions which adequately protect and preserve the Goods and shall insure them, without any charge to the Company, and not tamper with any identification upon the Goods or their packaging and shall ensure that they are stored separately from any other Goods (whether or not supplied by the Company) and are clearly identifiable as belonging to the Company and the Company shall be entitled to examine any such Goods in storage at any time during normal business hours upon giving the Customer reasonable notice of its intention to do so;
- 11.2.3 the Company may at any time, on demand and without prior notice, require the Customer to deliver the Goods up to the Company and the Company may repossess and resell the Goods if any of the events specified in Condition 16 occurs or if any sum due to the Company from the Customer under the Contract or on any other account or under any other contract is not paid when due;
- 11.2.4 for the purposes of this Condition 11 the Company, its employees, agents and sub-contractors will be entitled to free and unrestricted access to any premises owned, occupied or controlled by the Customer and/or any other location where any of the Goods are situated at any time without prior notice;
- 11.2.5 the Company shall be entitled to maintain an action against the Customer for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods had not passed to the Customer; and
- 11.2.6 the Company hereby authorises the Customer to use and/or sell the Goods in



the normal course of the Customer's business and to pass good title in the Goods to its customers, if they are purchasers in good faith without notice of the Company's rights. This right shall automatically cease on the occurrence of any event set out in Condition 16 and/or if any sum owed to the Company by the Customer is not paid when due. If the Customer sells the Goods prior to paying the full price thereof the Customer shall hold the proceeds of sale on trust for the Company and shall immediately pay the proceeds of the sale in to a separate bank account. At the Company's request, the Customer shall assign to the Company all claims that the Customer may have against purchasers of the Goods from the Customer.

12. Risk

Notwithstanding the property in the Goods has not passed to the Customer, risk in the Goods shall pass to the Customer upon delivery or deemed delivery to the Customer of the Goods.

13. Warranty

13.1 If the Customer establishes to the Company's reasonable satisfaction that there is a defect in the materials or workmanship of the Goods manufactured or there is some other failure by the Company in relation to the conformity of the Goods with the Contract or the Services have not been performed with reasonable care and skill then the Company shall at its option, at its sole discretion and within a reasonable time:

- 13.1.1 repair or make good such defect or failure in such Goods free of charge to the Customer (including all costs of transportation of any Goods or material to and from the Customer for that purpose);
- 13.1.2 replace such Goods with Goods which are in all respects in accordance with the Contract or re-perform such Services;
- 13.1.3 issue a credit note to the Customer in respect of the whole or part of the Contract price of such Goods or Services as appropriate having taken back such Goods or materials relating to such Goods or Services;
- 13.1.4 subject, in every case, to the remaining provisions of this Condition 13 provided that the liability of the Company under this Condition 13 shall in no event exceed the purchase price of such Goods or Services

and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty.

13.2 Condition 13.1 shall not apply unless the Customer:-

- 13.2.1 notifies the Company in writing of the alleged defect within 7 days of the time when the Customer discovers or ought to have discovered the defect and in any event within 12 months of the delivery of the Goods or 3 months of performance of Services to the Customer or such other periods as agreed by the Company in writing; and
- 13.2.2 affords the Company a reasonable opportunity to inspect the relevant Goods or the location at which the Services were performed and, if so requested by the Company and where it is reasonable to do so, promptly returns to the Company or such other person nominated by the Company a sample of the Goods or materials relating to the Services within 14 days, carriage paid by the Customer, for inspection, examination and testing and /or otherwise permit the Company to have access to the Goods or such materials at the Customer's premises or other location where they may be or the Services were performed for such purposes.

13.3 If the Company elects to replace the Goods or re-perform the Services pursuant to Condition 13.1, the Company shall deliver the replacement Goods to or re-perform the Services for the Customer at the Company's own expense and the legal, equitable and beneficial title to the defective Goods which are being replaced shall (if it has vested in the Customer) re-vest in the Company and the Customer shall make any arrangements as may be necessary to deliver up to the Company the defective Goods which are being replaced or materials relating to the previously performed Services.

13.4 The Company shall be under no liability under the warranty at Condition 13.1 above:-

- 13.4.1 in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse or alteration or repair of the Goods without the Company's approval or natural degrade which is the result of the natural forces;
- 13.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, use and maintenance of the Goods or (if there



are none) good trade practice regarding the same;

13.4.3 if the total price for the Goods or Services has not been paid in accordance with Condition 7;

13.4.4 for any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to the Company by the Customer or for any Services provided in accordance with specifications, instructions or recommendation issued by the Customer;

13.4.5 in respect of any type of defect, damage, wear or use specifically excluded by the Company by notice in writing;

13.4.6 if the Customer makes any further use of the Goods after giving notice in accordance with Condition 13.2; or

13.4.7 if the Customer has not complied with its obligations in clause 5.

13.5 The warranties set out in this document are the only warranties which shall be given by the Company and 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. Liability

14.1 Condition 9 and the following provisions set out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:-

14.1.1 any breach of these Conditions or the Contract; and

14.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with Contract.

14.2 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for fraudulent misrepresentation.

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 14.3 AND 14.4

14.3 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection

with the performance or contemplated performance of this Contract shall be limited to **90% of the Company's insurance** in respect of which the Customer suffered or incurred such loss or damage.

14.4 The Company shall not be liable to the Customer for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arises out of or in connection with the Contract, or for any liability incurred by the Customer to any other person for economic loss, claim for damages or awards howsoever arising from the Goods, Services or otherwise.

14.5 The price of the Goods and/or Services has been calculated on the basis that the Company will exclude or limit its liability as set out in the Contract and the Customer by placing an order agrees and warrants that the Customer shall insure against or bear itself any loss for which the Company has excluded or limited its liability in the Contract and the Company shall have no further liability to the Customer.

15. Designs

15.1 Any Intellectual Property right arising as a result of the commission or otherwise of any materials necessary for the delivery of the Goods or performance of the Services vests in the Company absolutely. Any Intellectual Property right arising under the Contract will be treated as confidential between the parties and subject to Condition 15.2 below.

15.2 The Customer shall keep and procure to be kept secret and confidential all information belonging to the Company that can be described as confidential, disclosed or obtained as a result of the relationship of the parties under the Contract.

16. Termination

16.1 The Company may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the Customer) immediately suspend further performance of the Contract or cancel any outstanding provision of the Services or delivery of the Goods or stop any Goods in transit or by notice in writing to the Customer terminate the Contract without liability to the Company if:-

16.1.1 the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy;



<p>16.1.2 the Customer fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by the Company to remedy or desist from such breach within a period of 14 days;</p> <p>16.1.3 any distress execution or diligence is levied upon any of the Customer's goods or property and is not paid out within 7 days of its being levied;</p> <p>16.1.4 the Customer (being a partnership) or the Customer's partner offers to make any arrangements with or for the benefit of the creditors of the Customer or the Customer's partner generally or there is presented in relation to the Customer or the Customer's partner a petition of bankruptcy;</p> <p>16.1.5 the Customer (being a limited company) is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer calls a meeting for the purpose of passing a resolution to wind up its company, or such a resolution is passed or the Customer presents or have presented a petition to appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of the Customer's business, undertaking, property or assets;</p> <p>16.1.6 the Customer ceases, or threatens to cease, to carry on business; or</p> <p>16.1.7 the Company reasonably believes that any of the events specified in Condition 16.1.1 – 16.1.6 above is about to occur in relation to the Customer.</p>	<p>accordance with the relevant British / European Standard.</p> <p>17.2 Where the Company is to perform Services at the Customer's premises, the Customer shall procure safe access to the premises and the provision of adequate power, lighting, heating and other such facilities or supplies for the Company's employees or agents in accordance with the demands of any applicable legislation and as the Company shall reasonably require.</p> <p>17.3 The Services will be deemed to be completed and the relevant elements of the Contract price to be due and payable forthwith:-</p> <p>17.3.1 when the Company issues a written notice to the Customer confirming such completion; or</p> <p>17.3.2 if the Company is available to perform the Services but is prevented from doing so by reason of:</p> <p>(i) the lack of relevant assistance from the Customer (such as lack of availability of test components or parts from the Customer); and/or</p> <p>(ii) the condition of the Customer's premises on the site at which the Services are to be provided and/or the facilities at or the Services available therein at the time agreed for the provision of the Services.</p>
<p>16.2 Notwithstanding any such termination or suspension in accordance with Condition 16.1 above or Condition 18 below the Customer shall pay the Company at the Contract rate for all Goods delivered or Services provided up to and including the date of suspension or termination and the termination of the Contract or any contract for whatever reason shall not affect the rights or remedies for either party in respect of any antecedent breach or in respect of any such owing or to become owing to the other.</p> <p>17. Provision of Services</p> <p>17.1 The Customer acknowledges that the Services provided by the Company will be carried out in</p>	<p>18. Force Majeure</p> <p>18.1 In the event of any strike, lock out, trade dispute, accident, fire, flood or any natural disaster, war or civil disturbance, any statutes, rules, regulations, orders or requisitions issued by any Government department, council or other duly constituted authority or act of God or delay in delivery of materials or lack of fuel or other materials or any cause or contingency whatsoever beyond the reasonable control of the Company affecting the Company's supply of Goods to be manufactured and/or adapted and/or supplied pursuant to this Contract, this Contract or that part whereof which is so affected may be terminated or suspended by the Company in its sole and absolute discretion. Such cancellation or suspension shall not constitute a breach of contract by the Company and the Company shall not be liable to the Customer for any loss or damage howsoever arising as a result of such cancellation or suspension. At any time during such suspension under this Condition the Company may exercise its rights under this Condition to terminate</p>



the Contract. If the period of suspension exceeds 90 days the Customer may terminate the Contract by service of notice in writing upon the Company, such notice to expire 30 days after such service and to be effective to terminate the Contract only if the period of suspension remains in force at the expiry of such period such termination to be without liability of either party for any loss or damage arising therefrom.

19. General

- 19.1 The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Company.
- 19.2 A person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or sub contractor of either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Company and the Customer.
- 19.3 Without prejudice to the intention of the parties to give no rights to the third parties under the Contract, any term of the Contract can be varied and the Contract can be cancelled or terminated without the consent of any third party who might benefit from its terms or have enforceable rights under the Contract.
- 19.4 Any Intellectual Property rights (including, without limitation, patents, registered and unregistered designs, trade marks and service marks (registered or not) and copyright and any applications for them) created by the Company in the course of the performance of the Contract or otherwise in the manufacture of the Goods or the provision of the Services shall remain the Company's property. Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of the Intellectual Property rights of the Company.
- 19.5 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 19.6 The rights and remedies of either party in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

19.7 If at any time any one more of the Conditions of the Contract (or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.

19.8 The Contract sets out the entire agreement and understanding between the Customer and the Company in connection with the sale of the Goods and provision of the Services and shall supersede and replace all documentation previously issued by the Company purporting to set out its terms and conditions of sale of the Goods and the Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract..

19.9 Both the Company and the Customer shall each keep confidential and shall not, without the prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract or any other confidential or sensitive information of the other party.

20. Notices

20.1 All notices to be served by one party on the other (unless specifically provided for in these Conditions) shall be deemed duly served seven days after posting if posted by first class or airmail pre-paid post to the registered office of the other party or in the absence of such registered office to the address notified in writing between the parties prior to or at the time of Contract.

21. English Law and Jurisdiction

21.1 This Contract and these Conditions shall be governed and interpreted by English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.