

## **CONDITIONS OF SALE (2010 version)**

In these Conditions:

Cash	means cash, cheques, credit or debit cards and any other form of payment approved by the Company;
Company	means Door-Stop International Limited (company number 06498960) whose registered office is Export Drive, Huthwaite, Sutton in Ashfield, Nottinghamshire NG17 6AF
Conditions	means the conditions set out in this document and (unless the context otherwise requires) includes any special conditions agreed in writing between the Customer and the Company;
Contract	means the contract for the supply of the Goods;
Credit on Return	means the Company's policy for the crediting of returned Goods;
Customer	means the person, firm or company who enters into the contract to purchase Goods;
Goods	means the goods (including any instalment of the same) and services which the Company is to supply to the Customer;
Order	means the Customer's purchase Order;
Personal Guarantee	means a guarantee in a form satisfactory to the Company by a third party who guarantees the performance of the Customer;
Thermal Movement	bowing in doors caused by extreme heat differentials.

### **1. RULING CONDITIONS**

Any contract made with the Company is subject to these Conditions which govern the Contract to the exclusion of any other terms including any terms to which any Order of the Customer may purport to be subject, unless these Conditions have been excluded or varied by express written agreement made between the Company and the Customer.

### **2. PRICE**

**2.1** The price of the Goods shall be as stated in the Order confirmation.

**2.2** The Company reserves the right by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Company which is due to any factor beyond the control of the Company including but not limited to increases in the cost of raw materials.

**2.3** All prices are unless otherwise stated the factory ex works price.

**2.4** All prices are exclusive of any applicable VAT, which the Customer is liable to pay to the Company.

### **3. TERMS OF PAYMENT**

**3.1** Orders for United Kingdom Customers without an account are accepted if payment is made in advance of production.

**3.2** Accounts are opened subject to approval of references and at the sole discretion of the Company. The Company will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. The Company may also make enquiries about the Customer's directors and or owners of the Customer's business with a credit reference agency. The Company will monitor and record information relating to the Customer's trade credit performance and such records will be made available to other organisations to assess applications for credit.

**3.3** Unless otherwise agreed by the Company in writing, the terms of payment shall be made (without deduction, withholding or set-off) immediately on receipt of the Order confirmation. If, notwithstanding this Condition 3.3, any default, deduction or set-off is made in the payment of any one invoice these credit terms shall cease to apply and the Customer will become immediately liable for all sums outstanding.

**3.4** The Company shall be entitled to submit its invoice with its delivery advice note or at any time thereafter save that where delivery has been postponed at the request of, or by the default of, the Customer then the Company may submit its invoice at any time after the Goods are ready for delivery or would have been ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid.

**3.5** These credit terms may be withdrawn or amended at the discretion of the Company at any time and without notice to the Customer.

**3.6** Where Goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay invoices in accordance with these terms.

**3.7** No disputes arising under the contract, nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.

**3.8** The time for payment of the Goods or any instalment shall be of the essence. In the event of default in payment by the Customer the Company shall be entitled, without prejudice to any other right or remedy, to suspend all further deliveries on any contract or contracts between the Company and the Customer without notice and the Company reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 after as well as before judgement until payment in full is made.

**3.9** Any credit terms extended by the Company shall cease on any change in the legal status of the Customer. Any change in the legal status of a Customer must be notified to the Company in writing signed by a Director or Proprietor. Credit terms will only be reinstated by the Company following such a change at the Company's sole discretion and confirmed by the Company in writing signed by a Director of the Company.

#### **4. QUOTATIONS AND ORDERS**

All quotations are made and all Orders are accepted subject to the following conditions;

**4.1** All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the Contract or any variation thereof unless expressly accepted by the Company in writing.

**4.2** Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or verbal notice

**4.3** If any statement or representation upon which the Customer relies has been made to the Customer other than in the documents enclosed with the Company's quotation or acknowledgement of Order the Customer must set out that statement or representation in a document to be attached to or endorsed on the Order in which case the Company may clarify the point and submit a new quotation.

**4.4** The Company supplies the Goods in pack quantities and will levy a surcharge of 15% of the price of the Goods for any quantity Ordered which does not correspond to the standard pack quantity for those Goods.

**4.5** Subject to Condition 4.6, the Company will accept Orders for Goods on receipt of a signed Order form from the Customer or if made through the Company's online Ordering facility. This shall constitute acceptance by the Customer both of these Conditions and of the Contract price.

**4.6** Where required by the Company, the Customer shall procure that a Personal Guarantee is provided.

#### **5. CHANGES**

**5.1** If, after the date of the Contract and before the date of delivery of the Goods, improvements are made in the design or specification of the Goods the Company may incorporate such improvements in the Goods sold to the Customer provided that:

(a) the performance and quality of the altered Goods are at least equal to those of the Goods Ordered;

(b) no price variation is made except with the Customer's consent; and

(c) delivery is not unreasonably delayed.

**5.2** The Company shall not be obliged to make any alteration to the Goods Ordered whether arising by reason of the amendment of the regulations of a competent authority made subsequent to the date of contract or otherwise.

#### **6. DELIVERY**

**6.1** Time for delivery is given as accurately as possible but is not guaranteed. Time for delivery shall not be of the essence and the Customer shall have no right to damages or to cancel the Order for failure for any cause to meet any delivery time stated.

**6.2** The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. When delivery is postponed, otherwise than due to default by the Company, the Customer shall pay all costs

and expenses, including a charge of 15% of the total value of the Order, for transportation and/or storage or restocking occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with these conditions. The Company also reserves the right to levy a charge for labour costs incurred in cleaning and or repackaging returned products.

**6.3** Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

**6.4** 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.

## **7. RISK AND TITLE**

**7.1** Risk shall pass to the Customer so that the Customer is responsible for all loss and damage or deterioration to the Goods in the following circumstances:-

(a) if the Company delivers the Goods by its own transport, at the time when the Goods or a relevant part thereof are unloaded at the place of delivery or, if the Customer wrongfully fails to take delivery, at the time the Company tendered delivery of the Goods; or

(b) in all other circumstances at the time when the Goods or a consignment or other part thereof leaves the premises of the Company whether or not the Company arranges transport.

**7.2** Title in the Goods or any part thereof supplied hereunder shall not pass to the Customer until payment has been made in full and cleared funds received for:-

(a) the Goods, including any interest payable, and

(b) all other goods the subject of any other contract between the Company and the Customer which at the time of payment of the price of the Goods have been delivered to the Customer.

**7.3** Before title has passed to the Customer under the terms of this Condition and without prejudice to any of its other rights, the Company shall have the right to recover or re-sell the Goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose and in respect thereof the Customer shall take all reasonable precautions to protect the Goods from damage or loss arising from any cause and shall indicate that the Goods are the property of the Company.

**7.4** In the event of a sale of the Goods by the Customer in the ordinary course of its business to a third party the Customer shall assign to the Company in writing its rights to recover the selling price from the third party concerned if so required by the Company.

**7.5** As the insurable risk in the Goods shall pass to the Customer as soon as the Goods are delivered to him or to his Order and pending disposal the Customer shall keep the Goods insured in the amount of the price at which the Goods are sold to the Customer against all insurable risks.

**7.6** If the Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.

**7.7** Any items loaned to the customer by the Company (the "Loan") will remain the property and title of the Company.

**7.8** The Company may terminate the Loan at any time on written notice to the Customer. The Customer shall deliver up the item to the Company immediately on receipt of the above written notice.

**7.9** The Loan shall immediately terminate in any event on the happening of the voluntary or compulsory liquidation of the Customer or the appointment of an administrator over the Customer or a receiver over any of the Customer's assets or the Customer entering into a composition or arrangement with its creditors or the Customer ceasing to trade or altering its legal status or the Customer taking or suffering any similar or analogous action in any jurisdiction and in these circumstances the Customer shall deliver up the item pursuant to Condition 7.9 above.

## **8. CARRIAGE**

**8.1** Unless otherwise specified by the Company in writing, prices quoted include delivery to destinations in Great Britain in which case the Company will select the mode of transport at its sole discretion.

**8.2** The entire cost of any other mode of transport to destinations in Great Britain which the Customer may request in writing (including, but not limited to, passenger train, parcel post

...etc...) shall be borne by the Customer. No allowance will be credited for Goods collected from the Company's premises by the Customer.

## **9. CONTAINERS**

**9.1** Containers, stillages, crates, cases, bags, drums and pallets in or on which Goods are delivered ("Containers") shall become the property of the Customer, except those Containers marked or stated in the Company's quotation or other documentation as being returnable are returnable, as are specialised Containers of high intrinsic value such as stillages and drums and specialised intermediate bulk Containers which remain the property of the Company even if not so marked. In the absence of any written agreement, the interpretation as to which Containers are

returnable at all times rests solely with the Company, and it is the responsibility of the Customer to check with the Company before disposing of any Container that the Company may wish to treat as returnable.

**9.2** The Customer shall without charge or cost to the Company return to the Company all returnable Containers immediately after delivery if this is practicable, and shall return on demand or when empty all returnable Containers loaned by the Company to the Customer. The Customer shall pay to the Company the replacement value of any returnable Container lost or damaged before being returned to the Company. The Company retains the right to charge rental on any Containers overdue for return.

**9.3** The Company does not recommend re-use by the Customer of either returnable or non returnable Containers or packaging nor give any undertakings as to suitability, or accept liability if Containers or packaging are re-used, and any such re-use shall be entirely at the Customer's risk, and before reusing any Container the Customer shall first remove there from any product label or reference to the Company or its logo. The Customer undertakes to dispose of all non-returnable Containers and packaging in a safe and proper manner, and according to any relevant regulations which may be in force from time to time.

**9.4** Returnable Containers are only provided for the storage of Goods as part of the delivery and until the transfer into the Customer's own container, or until the Goods have been used up, depending on particular circumstances. The Company does not permit the re-use by the Customer of returnable Containers in any circumstances. In the case where a residual heel of product remains in the Container (as in the case of, but not limited to, pressurised gases.) the Customer is responsible for ensuring that the remaining contents are not contaminated by any other substance, including air in the case of pressurised gases, prior to the Container being returned to the Company. Where a Container is returned with the remaining contents contaminated, the Company shall have the right:-

(a) to refuse any refund which would otherwise be payable on the return of the Container, and/or

(b) to make a charge in respect of the cost of decontaminating the Container, and/or

(c) to charge the Customer for any Goods remaining in the Container which have become unsellable due to such contamination.

## **10. SHORTAGES**

**10.1** No liability will be accepted regarding claims or complaints as to shortages or transport damages unless notified to the Company within 72 hours of delivery and confirmed in writing within 7 days of delivery.

**10.2** If shortages notified to the Company in accordance with Condition 10.1 above are found to be valid, the Company shall, at its sole discretion, supply the missing Goods or refund that part of the Goods which was not supplied.

## **11. WARRANTIES**

**11.1** Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**11.2** The Company warrants that the Goods to be supplied by it consequent upon its acceptance of the Customer's Order will at the time of delivery be of satisfactory quality and in accordance with its specification.

**11.3** The Company warrants its white PVC-U profiles and woodgrain (cherrywood, light oak, mahogany) foils for a period of 5 years from the date of delivery in accordance with condition 6, above, whilst Dark Red (Burgundy) 3081, Steel Blue (Oxford) 5150, Dark Green (Brookland) 6125, Anthracite Grey 7016 and Black Brown 8518 are guaranteed for 5 years from the date of delivery in accordance with condition 6, above. The Company will extend to the Customer the manufacturers warranty on all products not manufactured by the Company. The warranty will apply to colour stability, impact strength and shape retention with regard to PVC-U profiles. Any product found to be defective under the terms of the warranty will be replaced and delivered free of charge to the premises of the Customer. The warranty is conditional on the material being handled, stored and applied in full compliance with any guidelines that are issued by the Company. The warranties given in this condition 11 are only given in respect of Goods supplied by the Company and fitted in UK Mainland.

**11.4** Subject to clause 11.8, Tthe Company warrants its composite door, door set and door slab for domestic use for a period of ten years from the date of manufacture, unless otherwise agreed in writing, for the following: Door Leaf 1.In normal use the doors will not crack, chip, blister, flake or peel. 2. When exposed to direct sunlight over long periods of time, discolouration may occur, but this will be within the accepted tolerances contained within GRS (Grey Scale Rating) 3-4 according to BS EN ISO 11341 for paints and varnishes. The Company warrants hardware (Door Hinges, Lock Sets, Handles etc) for the period of 5 years from the date of manufacture for the following: 1.In normal use, all hardware functionality (excluding surface finish).Note: Handles and Hinges should not be subject to stresses and operating forces beyond recommended levels as stipulated by the GGF guidelines and British Standards Code of Practice. Composite Door Glass Units 1.Obstruction of vision arising from deposition of moisture or deterioration of inner glass. This warranty is subject to the door being maintained in accordance with any guidance provided by the Company. This warranty excludes: 1. Damage from impact or neglect. 2. Misuse. 3. Failure due to poor installation. 4. Failure due to building subsidence. 5. Faults caused by wilful or neglectful damage or by excessive wear and tear. 6. Any modifications/alterations made post installation. 7. Act of God. The Company reserves the right to modify its designs; if any product or component is obsolete a product of equivalent specification will be supplied.

**11.5** If the Goods supplied by the Company are not in accordance with Condition 11.2 above, the Customer should notify the Company within 72 hours of delivery by telephone and in writing within 7 days of delivery. The Company may, within 15 days of receiving such a written complaint for Goods situated on the United Kingdom mainland, inspect the Goods; the Customer, if so required by the Company, shall take all steps necessary to enable the Company to do so.

**11.6** Where any valid claim in respect of a breach of warranty given under Condition 11.2, 11.3 or 11.4 which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to:

- (a) repair or replace the Goods (or the part in question) free of charge; or, at the Company's sole discretion,
- (b) refund to the Customer the price of the Goods (or a proportionate part of the Price),

in which case, the Company shall have no further liability to the Customer.

**11.7** All Goods returned to the Company pursuant to this Condition 11 and under the Credit on Returns policy shall be in accordance with Condition 20.

**11.8** In relation to Goods comprising the Company's slabs and prepped door slabs (being Goods comprising doors which are not full door sets), the Company only warrants that the same will be covered by the warranty given at clause 11.4 above in relation to Thermal Movement if the Customer has fitted an approved reinforcement strip to the relevant Goods (such reinforced strip can be purchased from the Company by the Customer if required).

## **12. LIMITATIONS**

**12.1** No representation is made nor warranty given by the Company as to the suitability or fitness of the Goods for any particular purpose, and the Customer shall be responsible for ascertaining whether the Goods are suitable or fit for the Customer's purpose, and the Company shall be under no liability for any loss damage expense or liability incurred by the Customer or any third party as a result of the Goods not being suitable for a particular use.

**12.2** Save as provided in this Condition 12 the Company's liability in connection with the sale of the Goods to the Customer shall be as follows:-

(a) in respect of physical damage to or loss of the Customer's tangible property to the extent that it results from the wilful default or negligence of the Company, its employees, agents or contractors the Company's liability shall be limited to the level of insurance that the Company has in place from time to time in respect of each incident or series of connected incidents;

(b) in respect of all other direct loss (whether in contract, tort (including negligence), or otherwise) the Seller's liability shall not exceed the price of the Goods; and

**12.3** The Company shall not liable to the Customer in respect of any loss of goodwill, loss of profit, loss of business or for any type of consequential, special or indirect loss or damage.

**12.4** Nothing in these Conditions shall be deemed to exclude or restrict the Company's liability for fraudulent misrepresentation or for death or personal injury resulting from the Company's negligence, or any liability for breach of the Company's implied undertaking as to title.

**12.5** The Customer recognises that the limitation of liability contained in this Condition is reasonable in that the prices quoted by the Company are dependent upon such limitation being incorporated in the Contract.

## **13. FORCE MAJEURE**

**13.1** If the Company is prevented (directly or indirectly) from making delivery of any Goods by reason of force majeure (as hereinafter defined) the Company shall be under no liability whatsoever to the Customer nor shall the Company be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of its obligations in relation to the Goods, and the Company shall have the right at its absolute discretion to allocate such deliveries as it is able to make, between deliveries pursuant to the Contract, and deliveries pursuant to any other contract with any third party.

**13.2** The following shall be regarded as an act of force majeure:-

Act of God, explosion, flood, tempest, fire, accident, war, threat of war, sabotage, insurrection, civil disturbance, government requisition, acts, restrictions, regulations, bye-laws, prohibitions, or measures of any kind, on the part of any governmental, parliamentary, or local authority; import or export regulations, or embargoes, strikes, lock-outs, or other industrial actions, or trade disputes, shortages of raw materials, labour, fuel or parts of machinery, power failure, or breakdown in machinery, including tooling and die failure and any other cause whatsoever beyond the Company's reasonable control.

## **14. INDEMNITY**

**14.1** The Customer shall indemnify the Company on demand against any costs, charges losses or expenses including legal fees (on a solicitor and client basis) which the Company may sustain or incur as a consequence of any failure by the Customer to promptly and properly perform its obligations under these Conditions.

**14.2** The Customer shall indemnify the Company against any damages, losses, costs, claims or expenses suffered or incurred by the Company in respect of:

(a) any claim brought against the Company by any third party for any loss, injury or damage wholly or partly caused by the Goods or the use of any Container other than for storage of the Goods; or

(b) any loss, injury or damage suffered as a result of a failure on the part of the Customer or any third party to use, handle or deal with the Goods in a safe and proper manner and in accordance with all applicable regulations and all procedures recommended by the Company.

**14.3** Nothing in this Condition 14 will require the Customer to indemnify the Company against any liability to the extent that this arises as a result of the Company's own negligence.

## **15. TERMINATION**

**15.1** The Company shall be entitled, without prejudice to its other rights and remedies, either to terminate wholly or in part the Contract or any or every other contract with the Customer or to suspend any further deliveries under the Contract or any or every other such contract in any of the following events:

- (a) if any debt due and payable by the Customer to the Company is unpaid;
- (b) if the Customer has failed to take delivery of any Goods under the Contract, or any other contract as aforesaid otherwise than in accordance with the Customer's contractual rights.
- (c) if the Customer becomes insolvent or bankrupt or goes into liquidation, receivership or administration or is wound up or enters into a composition or arrangement with its creditors or ceases or threatens to cease to carry on business or takes or suffers any similar or comparable action in any jurisdiction; or the Company reasonably believes that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

**15.2** In addition to any right of lien that the Company may have, the Company shall in any of the events described in Condition 15.1(c) above have a general lien over all Goods sold and delivered by the Company to the Customer under the Contract or any other contract.

**15.3** Any implied right to sell the goods in the ordinary course of business shall terminate on the occurrence of any of the events listed in condition 15.1(c).

## **16. CANCELLATION**

**16.1** The Company will only agree to cancellation on the condition that:

- (a) all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage suffered by the Company by reason of such cancellation will be paid forthwith by the Customer to the Company; and
- (b) any cancellation that is notified to the Company by telephone shall be followed by notification in writing within 48 hours of the initial telephone notification.

## **17. CONFIDENTIAL INFORMATION**

**17.1** All drawings documents and other information supplied by the Company under the Contract are supplied on the express understanding that copyright, design right or any other intellectual property rights is reserved to the Company and that the Customer will not without the written consent of the Company either give away, loan, exhibit or sell any such drawings or extracts there from or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.

**17.2** Each party shall keep strictly confidential the terms of this Contract and all information concerning the business and affairs of the other obtained from the other either pursuant to the Contract or prior to and in contemplation of the Contract, shall use the same exclusively for the purposes of the Contract, and shall disclose the same only to those of its directors, employees, professional advisers and sub-contractors to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Contract.

**17.3** The obligations of Condition 17.1 above shall survive the termination of the Contract but shall not apply to any information which:-

- (a) the recipient can demonstrate was already in its possession and at its free disposal prior to receipt under the circumstances mentioned at Condition 17.1 above;
- (b) is subsequently disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing party; or
- (c) enters the public domain through no act or default of the recipient, its agents or employees.

**17.4** The recipient shall procure that all its directors, employees, professional advisers and sub-contractors who have access to any information of the disclosing party to which the obligations of Condition 17.2 apply ("**Information**") shall be made aware of and subject to those obligations.

## **18. TRADE MARKS/DESIGN RIGHTS/PATENTS**

The supply of Goods by the Company shall not confer any right upon the Customer to use any of the Company's trade marks (except in the re-sale of Goods in the packaging supplied by the Company), or any of the Company's intellectual property rights, and at all times such intellectual property rights, shall remain the absolute property of the Company.

## **19. DATA AND TECHNICAL INFORMATION**

The information contained in the advertising sales and technical literature issued by the Company may be relied upon to be accurate in the exact circumstances in which it is expressed, otherwise any illustrations performance details examples of installations and methods of assembly and all other technical data in such literature are based on experience and from trials under test conditions. Accordingly, the information contained in the Company's publications is provided for general guidance only and forms no part of the Contract unless expressly agreed in writing. Customers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's products.

## **20. CREDIT ON RETURN**

**20.1** If the Customer requires a replacement component that the Company holds in stock, the Company shall despatch the item for next day delivery if it is notified prior to 11.00am and credit clearance is made no later than 2.00pm.

**20.2** If the Customer needs a replacement part that requires manufacturing (e.g. slab) the Company shall deliver within its normal door set time guidelines (subject to credit clearance being no later than 2.00pm).

**20.3** The replacement will be identified with the original Door-Stop order reference. The Customer will receive an emailed or faxed returns note automatically when the issue is brought to the Company's attention.

**20.4** In order to activate the Credit on Return process the replacement part should be returned for inspection to Door-Stop within 28 days of the fault being reported. Returns beyond 28 days cannot qualify for credit.

**20.5** Returns are to be sent with the return note to Customer Services, Door-Stop International Ltd, Export Drive, Huthwaite, Nottinghamshire NG17 6AF.

**20.6** If the returned item is too large for posting or a high value item (i.e. a door slab), then the Company will offer the Customer a collection date within 5 working days of the Customer informing the Company that the item is available.

**20.7** If the offered date is not convenient then the Company will seek to find a mutually convenient date within the 28 day timeframe.

**20.8** The Company will confirm the credit status of a returned item within 2 working days of collection.

**20.9** If the item does not qualify for credit the Company will not dispose of it for 7 working days, during which time the Customer can arrange a redelivery or visit the Company's site to view the item.

**20.10** The timescales in this Condition 20 are indicative only and may be amended by the Company as is reasonably necessary.

## **21 GENERAL**

**21.1** No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of this or any other Contract.

**21.2** If any of the provisions of these Conditions is held by any competent authority to be invalid or un-enforceable in whole or in part, the validity of the other provisions of these Conditions, and the remainder of the provision in question, shall not be affected thereby.

**21.3** The Customer shall not assign or transfer any of its rights benefits or obligations under the Contract (save with the prior written consent of the Company).

**21.4** The Contract shall be governed by and construed in all respects in accordance with English Law, and the Customer hereby submits for all purposes of and in connection with the Contract, to the non-exclusive jurisdiction of the English Courts.

**21.5** Any notice required to be given hereunder shall be sent to the Company at its registered office, and to the Customer at the address shown on the Order or its registered office (at the Company's discretion). A notice shall be deemed to have been served, if by hand when

delivered, if by telex or facsimile when transmitted, and if by first class post 48 hours after posting.

**21.6** Each of the provisions contained in these Conditions shall be construed as separate and severable.

**21.7** A person who is not a party to the contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.