

- 1. DEFINITIONS**
- 1.1. «The Seller» means Schlüter-Systems Limited. «The Buyer» means the person, firm or company purchasing Goods from the Seller. «Goods» means the goods, or where relevant, any part of them which the Seller sells to the Buyer. «The Contract» means the contract for the sale of the Goods between the Seller and the Buyer formed when the Seller accepts the Buyer's offer to buy Goods from the Seller in writing (i.e. by issuing an acknowledgement of the Buyer's offer).
- 1.2. Unless otherwise agreed in writing, all contracts for the sale of Goods by the Seller to the Buyer shall be on and shall incorporate these terms and conditions to the exclusion of all other terms or conditions. No other terms and conditions (whether contained in any document issued by the Buyer or in any written (including by email) or oral communication between the parties) shall be implied into the Contract whether by virtue of any usage or course of dealing or otherwise (including any term or condition implied into the Contract by statute or common law, to the extent that the law allows the implied term or condition to be excluded) except as expressly set out in the Contract.
- 1.3. Each order from the Buyer or acceptance by the Buyer of a quotation from the Seller for Goods, shall be deemed to be an offer by the Buyer to buy Goods subject to these terms and conditions.
- 2. FORMATION OF CONTRACT**
- 2.1. Prior to acceptance, quotations may be withdrawn at any time by the Seller and will lapse automatically 30 days after issue to the Buyer unless otherwise agreed in writing by the Seller.
- 2.2. By ordering from the Seller, whether in writing (which includes email) or by telephone, the Buyer is deemed to have accepted these terms and conditions.
- 2.3. Orders will be accepted subject to the Buyer's credit being and remaining to the satisfaction of the Seller and the Seller is entitled to cancel the Contract without liability should the Buyer's credit subsequently become inadequate for whatever reason.
- 2.4. The Seller (at its sole and absolute discretion and without having to give any reasons) reserves the right to decline to accept and reject any order for Goods submitted to it by the Buyer.
- 2.5. The Buyer is responsible for ensuring that the content of the order and any applicable specification is complete and accurate. The Buyer shall ensure that the Seller is given any necessary instructions and/or information relating to the Goods (for example, as to the type, size, quantity, length required etc.) within a sufficient time to enable the Seller to perform the Contract in accordance with these terms and conditions.
- 3. DESCRIPTION**
- 3.1. The quantity and description of Goods shall be as set out in the Seller's quotation or acknowledgement of the Buyer's order (whichever is the later).
- 3.2. All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues, website or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or have any contractual force and this is not (and shall not be construed as) a sale by sample.
- 3.3. The Seller reserves the right to amend the specification of Goods at any time prior to delivery if required by any applicable statutory or regulatory requirements.
- 3.4. Any oral advice or recommendation given by the Seller, or its employees, agents or subcontractors, to the Buyer as to the storage, installation, application or use of the Goods is followed at the Buyer's own risk. The Supplier shall not be liable for any such advice or recommendation, or any other representation or assurance concerning Goods which is not set out in writing and signed by a senior member of the Seller (Head of Department or Managing Director).
- 4. DELIVERY**
- 4.1. The Seller shall deliver the Goods within a reasonable time. Although the Seller will endeavour to deliver the Goods within the delivery time specified (if any), that time is an estimate and not a term of the Contract. Time of delivery shall not be of the essence and late delivery does not entitle the Buyer to terminate the Contract, save as per condition 4.3.
- 4.2. Any time specified will be automatically extended by (and the Seller shall have no liability to the Buyer in respect of) any period during which the delivery of the Goods by the Seller in connection with the Contract is delayed due a force majeure event (see condition 11) or the Buyer's failure to provide the Seller with adequate delivery instructions and/or any other instructions or information that is relevant to the delivery of Goods (set out in condition 2.5).
- 4.3. If any such delivery time is so extended by more than 6 weeks as a result of force majeure event then the Buyer may give written notice to the Seller requiring the Goods to be delivered within 28 days of the date of such notice failing which the Buyer may give further written notice terminating the Contract immediately.
- 4.4. The Seller is entitled to deliver the Goods by instalments.
- 4.5. Where the Goods are to be delivered by instalments, each delivery will be a separate contract and the Seller will deliver the Goods in accordance with the Contract or any claim by the Buyer in respect of any one or more instalments will not entitle the Buyer to treat the Contract as a whole as repudiated or to cancel any other instalment.
- 4.6. The delivery by the Seller of a greater or lesser quantity of the Goods than the quantity provided for in the Contract, or the delivery of Goods only some of which are defective or of the wrong type, will not entitle the Buyer to reject all of the Goods delivered, but the Buyer's remedy in such circumstances is set out in conditions 4.10 & 4.13.
- 4.7. The parties will agree the place of delivery of the Goods. Where the delivery address is the Seller's premises, delivery of and passing of risk in the Goods to the Buyer will take place when the Buyer or his agent collects the Goods at the Seller's premises. Where the delivery address is not the Seller's premises, delivery of and passing of risk in the Goods to the Buyer will take place by the Seller or his agent when the Goods are delivered in full in cleared funds in accordance with condition 8.2. If the Buyer refuses or fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other rights or remedies available to the Seller, the Seller may:
- 4.8.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 4.8.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and sales commission) account to the Buyer for the proceeds over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 4.9. Where the delivery address is not at the Seller's premises, so that the Seller can comply with its carrier's conditions, any claim for damage to the Goods in transit must be endorsed by the Buyer on the carrier's delivery documentation immediately on receipt of the Goods and notified to the Seller in writing within 7 days of the date of delivery.
- 4.10. The Buyer shall inspect the Goods within 7 days of delivery and, in any event, prior to installation/use. Any claim alleging an error in the type or quantity of Goods delivered must be made in writing by the Buyer to the Seller within 7 days of the date of delivery of the Goods, and in any event before installation or use of the Goods.
- 4.11. Unless a claim is made in accordance with conditions 4.9 and 4.10, the Buyer will be deemed to have accepted the Goods and waived any other Contract or warranty in relation to the type of the Goods delivered and/or damage to the Goods in transit.
- 4.12. Any liability of the Seller for failure to deliver the Goods within a reasonable time or non-delivery of the Goods shall be limited to issuing a credit note against any invoice raised for the Goods which have not been delivered. This condition 4.12 shall not apply where the Buyer fails to accept delivery of any of the Goods when they are made available for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided sufficient and appropriate instructions, documents, licences or authorisations.
- 4.13. Any liability of the Seller in relation to the type or quantity of Goods ordered shall be limited to supplying the additional Goods (if there is a shortfall), to removing the additional Goods (if there is an excess) or replacing the Goods (if the incorrect Goods were delivered). This condition 4.13 shall not apply where the Buyer has ordered the incorrect type or quantity of Goods or has not provided sufficient, appropriate and/or accurate instructions/information to the Seller as to the type or quantity of Goods required.
- 5. RETENTION OF TITLE**
- 5.1. The Seller retains ownership and the right to dispose of the Goods until (whichever is the sooner of):
- 5.1.1. the Seller has received payment in full in cleared funds for all the Goods the subject of the Contract and the full price in cleared funds for any other Goods supplied by the Seller to the Buyer under any other Contract otherwise than however for which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums;
- 5.1.2. the Buyer resells the Goods to a purchaser at arm's length in the normal course of its business, in which case title to the Goods shall pass to the Buyer immediately before the time at which the resale by the Buyer takes place;
- 5.1.3. the Buyer uses the Goods in the normal course of its business, in which case title to the Goods shall pass to the Buyer immediately before the time at which such use by the Buyer occurs;
- 5.1.4. the issue of legal proceedings by the Seller against the Buyer for recovery of payment (by way of a debt) for the Goods, in which case title shall pass to the Buyer immediately before such proceedings are issued.
- 5.2. Provided that title in the Goods has not passed to the Buyer pursuant to condition 5.1, if payment or part of it is overdue, or immediately on the commencement of any act or proceeding relating (in the Seller's opinion) to the Buyer's solvency, the Seller may (in addition to other rights) recover and resell the Goods and for that purpose the Buyer irrevocably licenses the Seller and persons authorised by it to enter the Buyer's premises (including locked or steadfast premises) or any other premises where the Seller believes the Goods to be during normal business hours.
- 5.3. Until title to the Goods has passed to the Buyer, the Buyer shall:
- 5.3.1. keep the Goods free from any lien, charge or encumbrance;
- 5.3.2. hold the Goods on a fiduciary basis as the Seller's bailee;
- 5.3.3. not sell the Goods, show the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- 5.3.4. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 5.3.5. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 5.4. Until title has passed to the Buyer, the Seller may require the Goods to be returned to it by the Seller and if such requirement is not met within 24 hours, then the Seller may retake possession of the Goods and may enter any premises (including locked or steadfast premises) of the Buyer for that purpose.
- 5.5. Notwithstanding any written agreed credit period, payment (will fall due immediately on the commencement of any act or proceeding relating (in the Seller's opinion) to the Buyer's solvency or upon the occurrence of any event which (in the Seller's opinion) places in jeopardy the Seller's title to the Goods.
- 5.6. The Seller may by written notice to the Buyer transfer ownership in all or any part of the Goods to the Buyer in accordance with the notice to the Buyer.
- 5.7. The Buyer must notify the Seller (in writing) forthwith of any notices and/or attempts by third parties to seize or distract against the Goods whilst in the Buyer's possession or power and before title has passed to the Buyer and must notify any such third parties (in writing) of the Seller's ownership of the Goods.
- 6. PRICE**
- 6.1. The price of the Goods will be in accordance with the Seller's published price list by order and the Seller, should the Goods be included in any other published price list or in any quotation are provisional only and are subject to adjustment to take account of increases in the Seller's costs (e.g. increases in taxes and duties, in acquisition costs and/or in labour/materials/transport costs) and overhead expenses and any exchange rate fluctuation which cause the Seller's costs to increase or increases in the cost of the Goods which arise due to the instructions/information of the Buyer or the Buyer's failure to give the Seller adequate information to complete the contract.
- 6.2. Unless otherwise agreed by the Seller in writing, the price for the Goods shall be exclusive of all taxes (including value added tax and any applicable import or export taxation levied or charged in respect of the Goods) and all costs, fees, licences, duties or charges in relation to packaging, loading, unloading, carriage, transport and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.
- 6.3. The Seller may, at its discretion charge such additional sum for delivery and insurance as is reasonable to cover:
- 6.3.1. unusual or special arrangements requested by the Buyer;
- 6.3.2. any request by the Buyer to change the delivery date, quantities and/or types of Goods ordered, or the specification of the Goods ordered;
- 6.3.3. delivery outside the hours of 0800-1700 Monday to Friday or during bank, statutory or public holidays;
- 6.3.4. delivery during any period designated by the Seller from time to time as a day of closure. Such dates and any will be advised to the Buyer by the Seller's sales office upon the placing of an order.
- 6.3.5. orders below the minimum order value as may from time to time be notified by the Seller's sales office. The minimum order value may be amended without prior notice (but not after a Contract is formed);
- 6.3.6. delivery to an address outside the UK and Eire mainland;
- 6.3.7. delays caused by instructions from the Buyer or by the failure of the Buyer to give the Seller accurate delivery instructions or information; and/or
- 6.3.8. any factor beyond the Supplier's control (including, but not limited to, foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials or manufacturing costs).
- 7. PAYMENT**
- 7.1. The Seller may invoice the Buyer upon dispatch of the Goods to the Buyer for delivery. If the Seller has granted the Buyer credit facilities in writing, then except as provided in condition 8.2, payment in full in cleared funds must be made within 30 days following the end of the month of the date of invoice. Otherwise payment must be in cash prior to delivery. Time for payment is of the essence of the Contract. Payment must be made direct to the Seller at the address shown for payment on the Seller's invoice. The Buyer is not entitled to exercise any right of set-off, counter-claim, abatement or other similar deduction against any payment due to the Seller.
- 7.2. The Seller may withdraw any credit facility of the Buyer at any time at its sole discretion. Any outstanding payments will fall due immediately.
- 7.3. If the Buyer fails to pay any amount when due under this agreement, the Seller reserves the right to charge the Buyer interest on the overdue amount, payable by the Buyer immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the percentage applicable from time to time under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) or the rate of 5% per annum in full in cleared funds plus statutory compensation arising out of late payment pursuant to section 5A of the Act.
- 7.4. If the Buyer pays the Seller's invoice within 10 calendar days after the date of the invoice then, where the parties have agreed in writing, the Buyer will be entitled to a percentage discount (at the percentage agreed between the parties before the Contract is formed) on the total invoice sum and the amount payable by the Buyer will be the total shown on the invoice, less the agreed percentage discount. The Seller reserves the right to withdraw this benefit at any time.
- 8. WARRANTIES AND EXCLUSIONS**
- 8.1. From time to time, the Seller and/or its suppliers may provide separate warranties for certain and specific goods offered for sale/sold by the Seller and/or goods that are installed by Seller approved third parties. Further information is available from the Seller upon request. If (and only if) the Goods are not covered by such a warranty, then the terms and conditions set out in this condition 8 shall apply. The Seller does not give any warranty in relation to the use and maintenance of the Goods.
- 8.2. The Seller warrants that the Goods will (on delivery):
- 8.2.1. be of satisfactory quality and reasonably fit for purpose;
- 8.2.2. conform to the Goods' specification (as published by the Seller from time to time).
- If the Seller is given timely notice in accordance with condition 8.3 that any of the Goods do not conform to the warranty in this clause 8.2 the Seller will (at its election) repair or replace the defective items free of charge, other than delivery charges.
- 8.3. No warranty must be given within 7 days of the date of the defect and in any event not later than 12 months after delivery of the Goods.
- 8.4. The Buyer will retain the purportedly defective Goods at its premises (without making any further use of the Goods) until requested by the Seller to return them. Goods alleged to be defective will be subject to inspection and testing by the Seller at its own or (if the Seller so chooses) at the Buyer's premises and the Buyer will allow the Seller adequate facilities at the Buyer's premises to investigate the complaint.
- 8.5. The warranty contained in condition 8.2 will not apply where the total price for the Goods has not been paid (in full and in cleared funds) by the due date for payment or if the defect is caused or contributed to by abuse, improper installation or application of the Goods, further use of the Goods after the Buyer first suspects that the Goods do not comply with the warranty in condition 8.2, failure to follow the Seller's oral or written instructions or (if there are none) good trade practice regarding the storage, use and maintenance of the Goods, fair wear and tear, wilful damage, designs and specifications and items outside the Seller's scope of supply, misuse, neglect or repairs or modifications to the Goods without the Seller's approval or where the Goods have been damaged by accident or by abnormalities (or negligence) in either use, storage and/or transportation. The Seller's current brochures and technical information sheets contain details of the Goods and their application, and no representations or warranties are made as to their suitability for any other use, unless such use is expressly made in writing by the Seller.
- 8.6. Subject to condition 10.2, all other terms, conditions, warranties, statements and representations whether oral, written, express or implied (whether by statute, course of dealing or otherwise), including as to correspondence with any sample are, to the fullest extent permitted by law, excluded from the Contract. For the avoidance of doubt, nothing in this clause excludes or limits the terms implied into the Contract by section 12 of the Sale of Goods Act 1979.
- 8.7. The Seller's liability under this warranty shall be limited to (and the Buyer's sole remedy shall be) repair or replacement of the Goods (at the Seller's option). In no event whatsoever will the Seller be liable for special, indirect and/or consequential losses, damages, costs, charges or expenses.
- 8.8. Subject to condition 10.2, the Buyer will fully indemnify the Seller and keep the Seller indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Seller in respect of the Buyer's abuse, improper installation or improper application of the Goods except and to the extent that such liabilities have resulted directly from the Seller's instructions. For the purposes of this condition 8.8, abuse includes the Buyer's failure to use, apply and install the Goods with (1) due care and skill using appropriately experienced and qualified personnel; and (2) the recommendations of the Seller as set forth in the Seller's current brochures and technical information sheets or other written instructions furnished by the Seller.
- 9. RESALE OF GOODS**
- 9.1. The Buyer may resell the Goods to a third party on the condition that it:
- 9.1.1. does not, without the Seller's prior written consent, make any promises or guarantees about the Goods beyond those contained in the promotional material supplied by the Seller, or otherwise incur any liability on behalf of the Seller;
- 9.1.2. deals with all customer enquiries and/or complaints relating to the Goods promptly and in a professional manner;
- 9.1.3. does not, without the Seller's prior written consent or lead people to infer (including without limitation through use of the trade mark SCHLÜTER and/or any other trade mark of the Seller) that it is an agent of the Seller or an authorised or official distributor of the Seller's products;
- 9.1.4. procures that any purchaser of the Goods from the Buyer enters into a legally binding agreement with the Buyer placing such purchaser under the same obligations as are imposed on the Buyer by this condition 9;
- 9.1.5. refers to the Seller any technical issues and questions relating to the Goods which the Buyer is unable to properly and fully answer; and
- 9.1.6. keeps full and proper books of account and records clearly showing all transactions and proceedings relating to the Goods and will allow the Seller to access and take copies of the same.
- 9.2. The Buyer shall be entitled to advertise, promote and resell the Goods on its website in accordance with the terms of this condition 9.2. By virtue of the specialised nature of the Goods and in order to maintain the Seller's quality standards, it shall be a condition of the Contract that:
- 9.2.1. the Buyer does not provide links on its website to the website of the Seller or any website owned by a company within the Seller's corporate group without the Seller's prior express permission and without entering into a formal linking licence agreement with the Seller;
- 9.2.2. the Buyer uses on its website (and does not contradict the information set out in) such promotional and advertising material as it may be from time to time be provided by the Seller.
- 10. LIMITATION OF LIABILITY - THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION**
- 10.1. This condition 10 sets out the entire financial liability of the Seller (including any liability for the acts or omissions of its officers, employees, agents and subcontractors) in relation to the Buyer in respect of:
- 10.1.1 any breach of the Contract;
- 10.1.2 the Goods or any part of them (including any use made of them by the Buyer) under any legal theory whatsoever;
- 10.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract; or
- 10.1.4 any other liability (including non-contractual) however arising under any legal theory whatsoever arising out of or in connection with the Contract.
- 10.2. Nothing in these terms and conditions limits or excludes the liability of the Seller for:
- 10.2.1. death or personal injury resulting from negligence or the negligence of its officers, employees, agents, consultants or sub-contractors;
- 10.2.2. fraud or fraudulent misrepresentation or willful default; or
- 10.2.3. any other liability which is incapable of being excluded or limited by law.
- 10.3. The Seller shall not be liable for any loss or damage in circumstances where the Buyer whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution and/or otherwise however under any legal theory whatsoever, for any of the following losses (whether direct, indirect, special and/or consequential):
- 10.3.1. loss of profits or contracts;
- 10.3.2. loss of anticipated savings;
- 10.3.3. loss of income or profits, not, revocation, acts of public enemy, fire, strikes or labour disputes, default of suppliers or subcontractors, floods, storms, earthquakes, sabotage, epidemics, quarantine restrictions, freight embargoes, breakdown of plant or machinery, or severe/adverse weather.
- 10.3.4. loss of or damage to reputation or goodwill;
- 10.3.5. loss of opportunity;
- 10.3.6. loss of business;
- 10.3.7. wasted management and/or other staff and/or office time;
- 10.3.8. loss and/or costs arising from/connected with the defective installation, commissioning and/or maintenance of the Goods by any third party; or
- 10.3.9. payments (e.g. penalties) paid to or losses or liabilities to any third party under any relation to any other contract or arrangement.
- Nor for any other indirect, special and/or consequential loss, damage, costs, damages, charges or expenses.
- 10.4. Subject to condition 10.2, the Seller's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution and/or otherwise however under any legal theory whatsoever arising under or in connection with the Contract shall in all circumstances be limited to the Contract price.
- 11. FORCE MAJEURE**
- The Seller shall not be liable for any failure or delay in performing its obligations herein, (and, where delay has arisen, the date on which its obligations are to be fulfilled shall be extended for a period of time equal to the time lost) by reason of any event beyond Seller's reasonable control ("force majeure"), including, but not limited to, acts of God, acts of any governmental authority (including delay or failure to act), war, enemy, fire, strikes or labour disputes, default of suppliers or subcontractors, floods, storms, earthquakes, sabotage, epidemics, quarantine restrictions, freight embargoes, breakdown of plant or machinery, or severe/adverse weather.
- 12. TERMINATION**
- If the Buyer suffers (or appears to the Seller to be about to suffer) any insolvency event, or the Seller reasonably believes that there is legitimate reason to doubt the financial soundness of the Buyer, or the Buyer fails to pay or stops paying its debts as they fall due, or is in breach of any term or condition of the Contract (including without limitation, a failure to pay any sums due under the Contract) the Seller may, without prejudice to its other rights or remedies, postpone delivery both in respect of the Contract in question and any other contracts with the Buyer until the breach has been rectified and/or (at its option) terminate the Contract (and/or any other such contracts) and recover payment for all deliveries already made and for any sums already paid or payable by the Buyer in connection with any provision of the value thereof as utilised by the Seller for other purposes) and also recover from the Buyer a sum equivalent to the Seller's loss of profit arising out of such termination. The exercise of the Seller's option to postpone delivery shall not prevent the subsequent exercise of the Seller's option to terminate the Contract and/or any other such contracts.
- 13. CANCELLATION**
- The Contract may be cancelled by the Buyer only with the Seller's written consent. In the event of such cancellation the Seller will be entitled to charge the Buyer a cancellation charge, commensurate with the Seller's costs incurred up to the date of cancellation plus the Seller's loss of profit.
- 14. GENERAL**
- 14.1. A phrase introduced by the terms "including", "include" or "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 14.2. The Contract (and any documents referred to in it) sets out the entire agreement between the parties in respect of the Contract and supersedes all previous agreements between the parties relating to its subject matter. In entering into a Contract, each party acknowledges that it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) other than as expressly set out in the Contract. Each party agrees that its only liability in respect of those representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract. Nothing in this condition shall exclude or limit the Seller's liability for fraud or fraudulent misrepresentation.
- 14.3. If any provision (or any part of any provision) of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 14.4. Any waiver or delay by the Seller in enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 14.5. Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 14.6. A person who is not a party to the Contract has no right to enforce any term of the Contract.
- 14.7. The Contract shall not, without the prior written consent of the Seller, assign, transfer, mortgage, charge, subcontract or deal in any other manner with the Contract or all or any of its rights and obligations under the Contract or purport to do any of the same.
- 14.8. Any variation to these terms and conditions, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Seller.
- 14.9. The Contract (and any documents referred to in it) sets out the entire agreement between the parties in respect of the Contract and supersedes all previous agreements between the parties relating to its subject matter. In entering into a Contract, each party acknowledges that it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) other than as expressly set out in the Contract. Each party agrees that its only liability in respect of those representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract. Nothing in this condition shall exclude or limit the Seller's liability for fraud or fraudulent misrepresentation.
- 15. LAW AND JURISDICTION**
- The Contract and any claim or dispute arising out of it 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 the law of England & Wales. The parties irrevocably agree that the Courts of England & Wales shall have jurisdiction to settle any dispute that may arise in connection with or out of or under the Contract, its subject matter or formation (including non-contractual disputes or claims), save that the Seller may bring proceedings against the Buyer in the Court having jurisdiction where the Buyer resides or carries on business.
- 16. NOTICES**
- 16.1. Any notices or other documents to be served under the Contract shall be in writing and addressed to the party to be served at its registered office address or to such other address as may from time to time be specified in writing by the relevant party as its address for the purpose of this condition. Such notices may be delivered by hand or sent by fax or special delivery post.
- 16.2. Notices delivered by hand shall be deemed delivered at the date and time of delivery. Notices sent by special delivery post shall be deemed delivered at 1pm GMT on the next business day following postage. Notice served by fax will be deemed properly served at 9am on the business day following transmission, provided the sender can prove that the fax was sent to the fax number of the other party.
- 16.3. This condition 16 shall not apply in respect of the service of any documents in any legal proceedings and/or other form of dispute resolution.