

Terms and Conditions of the Warren Board Group

1 Interpretation

1.1 Definitions:

"Additional Charges" shall have the meaning given to such phrase in clause 7.3;

"Buyer" means the person, firm or company who purchases the Goods from the Seller;

"Conditions" means these terms and conditions;

"Contract" means any contract between the Seller and the Buyer for the sale and purchase of Goods, incorporating these Conditions;

"Day" means any day from Monday to Friday other than a statutory holiday or public holiday in England;

"Delivery Point" means the place where delivery of the Goods is to take place under Clause 7;

"Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Seller;

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

"Price" means the price of the Goods plus VAT as stated in any written acknowledgement of the Buyer's order or, if none, in the Seller's current price list at the time of the Contract, or if the Goods or any of them are not included in the Seller's current price list, the current market price of such Goods or the price stated in the Buyer's order (whichever is the higher) plus Additional Charges and any other charges as referred to in clause 7;

"Seller" means the company providing the Goods as notified to the Buyer being either Warren Board Sales Limited or Warren Converters Limited both of whose registered office address is 64 New Cavendish Street London W1G 8TB; and

"Specification" means any specification for the Goods agreed in writing by the Seller and the Buyer.

References to 'writing' or other cognate expressions includes a reference to fax transmission and e-mail but does not include text messages.

In these terms and conditions (unless the context otherwise requires):

any reference to a clause is to the relevant clause of these terms and conditions and any reference to a sub-clause is to the relevant sub-clause of the clause in which it appears;

the clause headings are included for convenience only and shall not affect the interpretation of these Conditions;

use of the singular includes the plural and vice versa; and

use of any gender includes the other genders.

2 Incorporation

Subject to any variation under clause 4 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order confirmation order specification or any other document whatsoever).

No terms or conditions endorsed on delivered with or contained in the Buyer's purchase order confirmation of order specification or any other document whatsoever shall form part of the Contract simply as a result of such a document being referred to in the Contract.

Any quotations submitted to the Buyer shall remain valid for the period stated therein, but if no period is specified such quotations shall be valid only for the date of issue. All quotations shall be subject to these Conditions.

Each order or acceptance of a quotation for the Goods by the Buyer shall be deemed to be an offer by the Buyer to the Seller to buy Goods subject to these Conditions.

No order placed by or offer or deemed offer by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Goods are delivered in accordance with the Contract.

The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by a director of the Seller in writing.

3 Orders and Specifications

In the event that the Buyer wishes to cancel an order it may only do so with the written consent of the Seller. With regards to a cancelled order, the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Seller as a result of cancellation.

The Buyer shall ensure and warrants that the terms of its order and any applicable specification are complete and accurate.

4 Variation

These Conditions apply to all of the Seller's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Seller. The Buyer acknowledges that it has not relied on any statement promise or representation made or given by or on behalf of the Seller which is not set out in the Contract or in these Conditions. Nothing in this clause shall exclude or limit the Seller's liability for fraudulent misrepresentation.

The Price shall prevail unless before the date of despatch of the Goods or part thereof there is either:

in the case of Goods included in any of the Seller's current price lists an increase in the Seller's price(s) for such Goods above the list price(s) in force when the order was accepted; or

in the case of Goods not included in any of the Seller's current price lists an increase in the Seller's price(s) for comparable goods above those in force when the order was accepted in which case the Goods or the undelivered balance thereof shall be invoiced and paid for at the Price plus the amount of the relative increase(s).

All duties and charges are for the Buyer's account unless Goods are sold on free delivery terms. Any increase to the Seller in the cost of delivery (including but without limitation carriage freight consular certificates and all duties charges and insurances whatsoever) over the cost thereof calculated by the Seller at the date of the Contract are for the Buyer's account whether the Goods are sold on free delivery terms or not.

5 Quality

Where the Goods sold are specified in writing by the Seller to be 'A' Grade Goods, the Seller warrants that unless otherwise agreed in writing on delivery the Goods shall conform in all material respects with the Specification.

Where the Goods sold are specified in writing by the Seller to be 'B' Grade Goods, the Goods shall be 'sold as seen' and the Seller makes no warranties in respect of such Goods.

Subject to clause 5.4, if:

the Buyer gives notice in writing to the Seller within 7 days of delivery that some or all of the A Grade Goods do not comply with the warranty set out in clause 5.1;

the Seller is given a reasonable opportunity of examining such Goods; and

the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost (unless otherwise agreed in writing by the Seller);

the Seller shall, at its option, replace the defective Goods, or refund the Price of the defective Goods in full. For the avoidance of doubt, the Buyer shall accept delivery of any part of the Goods which are not found to be defective Goods.

The Seller shall not be liable for Goods' failure to comply with the warranties set out in clause 5.1 in the event that the:

Buyer fails to give notice of the alleged defect to the Seller within the period set out in clause 5.3.1;

Buyer makes any further use of such Goods after giving notice in accordance with clause 5.3;

defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage or use of the Goods or (if there are none) good trade practice regarding the same;

defect arises as a result of the Seller following any Specification supplied by the Buyer;

defect arises as a result of fair wear and tear wilful damage negligence or abnormal storage or working conditions; or

Goods differ from the Specification as a result of changes made to ensure they comply with any applicable statutory or regulatory requirements.

Except as provided in this clause 5, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

These Conditions shall apply to any replacement Goods supplied by the Seller.

IDEM paper and/or board is not suitable for use, and should not be used in conjunction with similar carbonless copy paper or board of alternative manufacture. Accordingly if IDEM paper and/or board is used in conjunction with carbonless papers or boards of alternative manufacture all statutory and other warranties or conditions express or implied of the IDEM paper and/or board shall be and hereby are excluded and the Seller has no liability for any loss or damage or for any indirect or consequential loss of profits arising from such use.

6 Risk and Title

The Goods shall remain the property of the Seller until payment has been received by the Seller for the Goods and for all other goods which have been delivered by the Seller to the Buyer prior to the time of payment for the Goods.

Until title to the Goods passes to the Buyer in accordance with this clause 6 the Buyer shall:

keep the Goods in its capacity as bailee for the Seller; store the Goods separately and clearly identify the Goods so that they can be clearly recognised as the property of the Seller;

maintain the Goods in satisfactory and saleable condition and keep them insured against all risks for their full price from the date of delivery (whether actual or deemed);

immediately inform the Seller if any of the events described in clause 6.7.1-6.7.6 (inclusive) occur; and give the Seller such information in relation to the Goods as the Seller may require from time to time.

The Buyer may dispose of the Goods in respect of which property has not passed hereunder in the ordinary course of its business as principal but only at such time as the Buyer has disposed of all goods of the same kind supplied by the Seller for which payment has already been made and title already passed.

If the Buyer incorporates the Goods into other products before property passes (with the addition of its goods or those of others) or uses such Goods as material for other products (with or without such additions) the property in those products including the final product is upon such incorporation or use and by that event

transferred to the Seller and the Buyer shall maintain records sufficient to enable the manufactured products and the Goods incorporated therein to be identified measured or otherwise quantified. A separate account is to be opened by the Buyer for the purposes of receiving only the proceeds of such sales and be accountable to the Seller in respect thereof.

The Buyer hereby assigns to the Seller all rights and claims which the Buyer may have against its own customers arising from sales to its own customers referred to in clause 6.4 above, until payment has been made to the Seller.

The Seller may appropriate payments by the Buyer to such Goods and accounts as it thinks fit, notwithstanding any purported appropriation by the Buyer to the contrary, and may make such appropriation at any time.

If before property in Goods has passed to the Buyer:

the Buyer is in breach of any payment obligation hereunder; or

the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes only of reconstruction of amalgamation or has a receiver and/or manager administrator or administrative receiver appointed of its undertaking or any part thereof or documents filed with a court for the appointment of an administrator of the Buyer or a notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

the Buyer suffers or allows any execution whether legal or equitable to be levied on its property or obtained against it; or

the Buyer fails to observe or perform any of its obligations under the Contract or any other contract between the Buyer and the Seller; or

the Buyer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

the Buyer encumbers or in any way charges any of the Goods; or

any of the warranties given by the Buyer in this agreement prove false or misleading in any material respect;

then the Seller at its sole discretion may either:

give notice to the Buyer terminating the Contract whereupon the Buyer shall at its own expense re-deliver such Goods to the Seller; or

with or without notice take possession of and sell the Goods and is in such circumstances deemed to be irrevocably authorised by the Buyer to enter the premises on which the Goods are situated and remove the same at the Buyer's expense; or

give notice to the Buyer terminating any other contract or agreement between the Seller and the Buyer.

Notwithstanding the provisions of this clause 6, risk in all Goods supplied shall pass to the Buyer on delivery (whether actual or deemed).

7 Delivery

Deliveries made under the Contract shall be deemed to have been made in respect of separate sales of each weight, description or quality of Goods which each such delivery may comprise.

Unless otherwise varied in accordance with clause 4.1, the Buyer shall collect the Goods from the Seller's place of business as notified by the Seller to the Buyer prior to delivery.

Where the Seller agrees delivery at any location other than that set out in clause 7.2 the Buyer shall accept delivery of the Goods and shall promptly unload the Goods. For the avoidance of doubt, neither the Seller nor the Seller's carrier shall be responsible for unloading the Goods and the Buyer shall be charged for wasted time at the Seller's standard rate for wasted time and any other expenses incurred by the Seller ("Additional Charges") for:

wasted time for any delay in unloading the Goods; and/or each repeat delivery where the Seller or Seller's carrier leaves the Delivery Point and subsequently returns to the Delivery Point with the Goods as a result of the Buyer's inability or unwillingness to accept delivery and/or a delay in unloading the Goods.

If for any reason the Buyer fails to accept delivery of the Goods when they are ready for delivery or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions documents licences or authorisations:

risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);

the Goods shall be deemed to have been delivered;

the Seller may store the Goods until delivery whereupon the Buyer shall be liable for all related costs and expenses (including but without limitation storage and insurance); and

the Seller may sell the Goods at the best price readily obtainable and charge the Buyer for any shortfall below the Price payable under the Contract and the price obtained in the sale.

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Whilst the Seller shall make every

Terms and Conditions of the Warren Board Group

- effort to meet these quoted dates no claim shall be made by the Buyer on account of late delivery.
- 7.6 In the event of any loss of or damage or delay to any Goods contracted to be delivered to the Buyer or to their order by a carrier at the Seller's risk notice of the same shall be given to the Seller in writing by the Buyer forthwith upon delivery of the Goods to the Buyer (or in the case of the loss of any Goods at the time when the Goods should have been delivered) and the Buyer shall at the same time take all necessary steps to notify the carrier in writing of any such loss damage or delay and shall in all cases where possible enter a note of the same upon the carrier's receipt. If by reason of the failure of the Buyer to give any such notices the Seller is precluded from making a recovery from the carrier in respect of the loss damage or delay complained of then the Seller shall not be liable for any claim by the Buyer irrespective thereof and the Buyer shall remain liable to pay the Price for the Goods.
- 7.7 Unless otherwise agreed in writing the Buyer shall not be entitled to reject the Goods if the Seller delivers the Goods ordered within the trade tolerances of the supplying mill and/or general conversion tolerances as such tolerances are set out on the Seller's website (www.warrenboard.co.uk) from time to time.
- 8 **Non-Delivery**
- 8.1 The quantity of any consignment of Goods as recorded by the Seller upon dispatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence to the contrary. In any event, if the Buyer does not notify the Seller of any alleged discrepancy in quantity within 7 days of delivery of the Goods, the Buyer shall be deemed to have accepted that the correct quantity of Goods has been delivered.
- 8.2 The Seller shall not be liable for non-delivery of Goods (even if caused by the Seller's negligence) unless the Buyer gives notice to the Seller of the non-delivery within 24 hours of the date when the Goods would in the ordinary course of business have been delivered.
- 8.3 Any liability of the Seller 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 not delivered.
- 9 **Payment Terms**
- 9.1 Unless otherwise stated in a quotation given by the Seller or in the form used to open the Buyers account with the Seller payment of the Price of the Goods is due in Pounds Sterling.
- 9.2 No payment shall be deemed to have been received by the Seller for the purposes of these Conditions until the Seller has received cash or cleared funds in respect of the entire Price.
- 9.3 Unless otherwise specifically agreed in writing payment for each delivery is due within 30 days of delivery (the "Due Date") and payment on or before that date or upon the date(s) otherwise agreed shall be a condition precedent to any further deliveries.
- 9.4 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off counterclaim discount abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.
- 9.5 All credit card transactions shall be subject to a handling charge.
- 9.6 If the Buyer fails to pay to the Seller any sum due pursuant to the Contract by the Due Date then:
- 9.6.1 the Buyer shall be liable to pay interest to the Seller on such sum from the Due Date for payment at the annual rate of 5% above the base lending rate from time to time of HSBC Bank Plc accruing on a daily basis until payment is made whether before or after any judgement;
- 9.6.2 all invoices issued to the Buyer by the Seller in respect of any Goods sold or supplied pursuant to any other contract shall immediately fall due for payment and any credit offered or extended by the Seller to the Buyer in respect of the same shall be cancelled forthwith;
- 9.6.3 the Seller shall be entitled to withhold delivery of any Goods agreed to be sold by the Seller to the Buyer or any instalment thereof (being the subject of the Contract or any other contract) until the overdue payment and any accrued interest is made in full; and
- 9.6.4 the Seller shall be entitled to terminate the Contract and/or any other contract or agreement between the Seller and the Buyer.
- 10 **Return of Goods**
- 10.1 The return of Goods shall not be made without the prior written agreement of the Seller.
- 10.2 The Goods must in the reasonable opinion of the Seller be in a perfect condition otherwise the Seller shall not accept their return.
- 10.3 Where Goods are returned the Buyer may at the sole discretion of the Seller be liable to pay a handling charge of 20% of the Price to apply whether or not delivery has taken place.
- 11 **Limitation of Liability**
- 11.1 Subject to clauses 5 and 8 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees agents and sub-contractors) to the Buyer in respect of:
- 11.1.1 any breach of these Conditions or the Contract however arising;
- 11.1.2 any use made or resale made by the Buyer of any of the Goods or of any product incorporating any of the Goods; and
- 11.1.3 any representation statement or tortious act or omission including negligence arising under or in connection with the Contract or these Conditions.
- 11.2 Except as set out in clause 5 all warranties conditions and other terms implied by common law or statute (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by Law from the Contract.
- 11.3 Nothing in these Conditions excludes or limits the liability of the Seller for:
- 11.3.1 death or personal injury caused by the Seller's negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 11.3.2 fraud or fraudulent misrepresentation;
- 11.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 11.3.4 breach of section 2 of the Consumer Protection Act 1987; or
- 11.3.5 any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 11.4 Without prejudice to clause 11.2 and 11.3, the Seller shall not be liable to the Buyer under any circumstances whatsoever, whether in contract tort (including negligence) restitution or for breach of any statutory duty or misrepresentation or otherwise for any:
- 11.4.1 loss of profits;
- 11.4.2 loss of goodwill;
- 11.4.3 loss of business;
- 11.4.4 loss of business opportunity;
- 11.4.5 loss of anticipated saving;
- 11.4.6 any special indirect or consequential loss or damage suffered by the Buyer.
- 11.5 Without prejudice to clauses 11.2-11.4 (inclusive), the Seller's total liability arising under or in connection with this agreement whether arising in contract tort (including negligence) or restitution or for breach of statutory duty or misrepresentation or otherwise shall in all circumstances be limited to the Price.
- 11.6 Subject to clause 11.3 the Seller shall have no liability under the provisions of these Conditions or otherwise if the Goods have not been paid for by the due date for payment.
- 12 **Assignment**
- 12.1 The Seller may assign the Contract or any part of it to any person firm or company.
- 12.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.
- 13 **Force Majeure**
- 13.1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including without limitation acts of God governmental actions war hostilities or warlike operations national emergencies acts of terrorism protest; riots civil commotion fire explosion flood epidemic lock-outs strikes or other labour disputes (whether or not relating to either party's workforce) restraints or delays affecting carriers or the inability or delay in obtaining supplies of adequate or suitable materials (together "Force Majeure Events") provided that if the Force Majeure Event is in effect for a continuous period in excess of 3 months the Buyer shall be entitled to give notice to the Seller to terminate the Contract.
- 13.2 If by reason of any Force Majeure Event the cost to the Seller of fulfilling the Contract or any part thereof would exceed the cost calculated by the Seller at the date of the Contract the Seller shall give the Buyer notice thereof and it shall have the option (to be exercised in writing within 7 days of receipt of said notice) of paying such excess in addition to the Price payable under the Contract, or of cancelling the Contract or any unfulfilled part thereof in accordance with clause 3.1.
- 14 **Exportation of Goods**
- 14.1 If the Goods are to be exported from the United Kingdom, the Buyer shall be responsible for:
- 14.1.1 complying with any legislation or regulations governing the importation, use or sale of the Goods in the country of destination;
- 14.1.2 the payment of any duties or taxes payable on the Goods as a result of their being exported from the United Kingdom and imported into the country of destination; and
- 14.1.3 the payment and the obtaining of any export/import licences required to export the Goods from the United Kingdom, and/or import them into the country of destination.
- 14.2 The Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 14.3 The UN Convention on Contracts for the International Sale of Goods shall not apply to these Conditions or the Contract, and its application is expressly excluded.
- 15 **Graphics and Specifications**
- 15.1 If the Seller is to print or have printed on any Goods supplied by it any graphics provided by the Buyer (the "Graphics"), the Buyer warrants that:
- 15.1.1 it is the owner or licensee of Intellectual Property Rights in the Graphics necessary for the Seller to use them for the purpose for which they were provided to it; and
- 15.1.2 the Graphics do not breach the Intellectual Property Rights of any third party.
- 15.2 The Buyer warrants that any Specification provided by it does not breach the Intellectual Property Rights of any third party and that the Supplier will not be in breach of any such Intellectual Property Rights by using the Specification to produce the Goods.
- 15.3 The Buyer shall indemnify the Seller against all liabilities costs expenses damages and losses (including any direct, indirect or consequential losses loss of profit loss of reputation and all interest penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Specification or any Graphics. This clause shall survive termination of the Contract.
- 16 **Data Protection**
- 16.1 In order to comply with the Data Protection Act 1998, the Seller may transfer information about the Buyer to third party financiers who may:
- 16.1.1 store and process information about the Buyer's business and its principal(s) on their computers, and computers of any associated company used by them in any other way; information will be used by them for credit or financial assessments, making payments, recovering monies, training, preparing statistics, preventing bad debts, fraud and money laundering;
- 16.1.2 from time to time, make searches of the Buyer's records at their reference agencies and other enquiries in accordance with their normal procedures; the Buyer's records with such agencies include searches made and information given to other businesses; details of their searches will be kept by such agencies;
- 16.1.3 give information about the Buyer and the Buyer's indebtedness to:
- 16.1.3.1 any associate company of theirs, so that they may make credit or financial decisions and for statistical analysis;
- 16.1.3.2 any guarantor or indemnifier of the Buyer, so they can assess or enforce such obligations;
- 16.1.3.3 their or the Seller's bankers or any advisors acting on their behalf, so they can carry out their services;
- 16.1.3.4 any business to whom the Buyer's indebtedness or the Seller's financial agreements with them may be transferred, to facilitate such transfer; and
- 16.1.3.5 their credit reference and fraud prevention agencies, to give out information and assessments to other subscribers for credit lending decisions, preventing bad debts, fraud and money laundering;
- 16.1.4 monitor and/or record the Buyer's phone calls with them, for training and/or security purposes;
- 16.1.5 make decisions about the Buyer solely using an automated decision making process, such as credit scoring, however they will tell the Seller if they make a significant decision using only such a process, and we will advise the Buyer so that the Buyer can then request a review of the decision by them using other means.
- 16.2 The Seller will provide the Buyer with details of our financiers on request, including a contact telephone number, if the Buyer wishes to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they give information about you. The Buyer has a legal right to these details. The Buyer can also obtain a copy of the information they hold about the Buyer if an application is made to them in writing, however a fee is payable.
- 17 **General**
- 17.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or otherwise.
- 17.2 If any provision of the Contract or these Conditions 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.
- 17.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 17.4 Any waiver by the Seller of any breach of or any default under any provision of the Contract or these Conditions shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 17.5 The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 17.6 These Conditions and the documents referred to herein constitute the entire agreement and understanding between the parties and supersedes any previous agreement between the parties relating to their subject matter.
- 17.7 The Contract shall be governed by and construed in accordance with English Law, and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.
- 17.8 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business, or

such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice, or shall be by telephone conversation with a duly authorised representative of the Seller and confirmed by letter, fax or e-mail within 24 hours