

# TERMS & CONDITIONS OF SALES

PLEASE READ THESE CONDITIONS OF SALE CAREFULLY BEFORE PLACING AN ORDER AND RETAIN A COPY OF THESE CONDITIONS AND ANY ORDER FOR FUTURE REFERENCE.

This document states the Conditions which govern the purchase and supply of Goods to Buyers.

## 1. Definitions and Interpretation

1.1 In these Conditions, the following expressions will have the following meanings unless inconsistent with the context:

- 1.1.1 "Business Day" means any day other than Saturday, Sunday or a public holiday in either the Company's place of business or the country of delivery within the UK or such other days when the Company's sales office is closed as notified to the Buyer from time to time;
- 1.1.2 "Buyer" has the meaning specified in clause 2.2
- 1.1.3 "Company" has the meaning specified in clause 2.1;
- 1.1.4 "Contract" has the meaning specified in clause 3.1;
- 1.1.5 "Conditions" means these terms and conditions as amended from time to time in accordance with clause 3.1;
- 1.1.6 "Force Majeure Event" has the meaning specified in clause 16.2;
- 1.1.7 "Goods" means any goods and, so far as the context permits, any services provided by the Company to a Buyer;
- 1.1.8 "Machine Warranties" means the warranties contained in the Machine Warranty Information section of the Company's catalogue and which is also available on the Website;
- 1.1.9 "Non-returnable Goods" means those Goods which are specified as non-returnable and/or denoted by a red cross in the Company's catalogue;
- 1.1.10 "Non Stock Products" has the meaning specified in clause 8.3.3;
- 1.1.11 "Order" has the meaning specified in clause 3.1 and "Ordered" will be construed accordingly;
- 1.1.12 "Party" means either the Company or the Buyer and "Parties" will be construed accordingly;
- 1.1.13 "Service Guarantee" has the meaning specified in clause 10.1.1;
- 1.1.14 "Stock Products" has the meaning specified in clause 8.3.1;
- 1.1.15 "Stock Furniture Products" has the meaning specified in clause 8.3.2;
- 1.1.16 "Warranty Period" has the meaning specified in clause 13.1;
- 1.1.17 "Website" means the Company's website with the URL [www.lyreco.co.uk](http://www.lyreco.co.uk);

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors or permitted assigns.

1.4 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.5 Any phrase introduced by the terms including, include, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

## 2. Conditions Applicable

2.1 Lyreco UK Ltd. is a company incorporated in England and Wales with company number 442696, whose registered office is at Deer Park Court, Donnington Wood, Telford, Shropshire TF2 7NB, and the VAT No. is 927 2657 03 ("Company").

2.2 These Conditions will apply to all contracts entered into for the sale of Goods by the Company to a buyer who is acting in the course of a business ("Buyer").

2.3 The Contract (including these Conditions) constitutes the entire agreement between the Parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the these Conditions. Any samples, drawings, descriptive matter, or advertising issued by the Buyer and any descriptions or illustrations contained in the Buyer's catalogues, brochures or the Website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract or any other contract between the Parties for the sale of the Goods, to the exclusion of all other terms and conditions (including any terms implied by trade, custom, practice or course of dealing) and to any previous oral or written communication between the Company and the Buyer.

## 3. Orders and the Formation of a Contract

- 3.1 The Buyer may place an order for Goods ("Order") by the methods permitted by the Company in its sole discretion.
- 3.2 An Order constitutes an offer to the Company to buy the Goods specified in such Order. All Orders are subject to acceptance by the Company, and acceptance and formation of the contract ("Contract") will take place by the Company despatching the Goods to the Buyer. For the avoidance of doubt, these Conditions will be automatically incorporated into all Contracts.
- 3.3 The Company is under no obligation to accept any Order.
- 3.4 A Buyer may cancel an Order for Stock Products or Stock Furniture Products at any time before despatch of the Goods by the Company. A Buyer may not cancel an Order for Non Stock Products at any time without the Company's prior written agreement.
- 3.5 The Contract will relate only to Goods despatched to the Buyer.
- 3.6 An Order will be conclusive evidence of a Buyer's acceptance of these Conditions.
- 3.7 The Company will only accept Orders from Buyers acting in the course of a business and not from persons acting in an individual capacity or dealing as consumers. The Company is not obliged to accept Orders from office supply businesses or other wholesale businesses the Company may refuse to supply Goods to any person whom it reasonably believes to be a consumer, office supply business or a wholesale business.
- 3.8 Prior to acceptance of any Order pursuant to clause 3.1, the Company may impose a minimum Order quantity. The Company will communicate any decision not to accept an Order by 5.45pm on the day the Order is received provided the Order is received before 5.30pm. Such decisions in relation to Orders received after 5.45pm will be communicated by 5.45pm on the next Business Day.
- 3.9 In the event that the Company sells Goods to a Buyer who is a wholesale business, that Buyer agrees not to re-sell the Goods to an end user of the Goods.

## 4. Variation of these Conditions

The Company reserves the right to add to, alter, amend or withdraw at any time without notice any of these Conditions or the Service Guarantee. The current Conditions can be found on the Website.

## 5. Accuracy of Information

- 5.1 Whilst the Company has attempted to ensure that the information within its catalogues, the Website and other publications is correct at the time of publication they do not form part of any Contract. For technical reasons, colour illustrations should be viewed as a guide only.
- 5.2 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, invoice or other document or information issued by the Company will be subject to correction without any liability on the part of the Company.

## 6. Recycling

The Company takes its environmental obligations seriously

and will comply with The Waste Electrical and Electronic Equipment Regulations 2006 (WEEE) and any other regulations in force from time to time affecting the Goods sold by the Company. Notwithstanding any provision of WEEE, the Company may, at its absolute discretion, take back for recycling any product which is subject to WEEE where the Buyer purchases a like for like product from the Company.

## 7. Telephone Calls

7.1 The Company reserves the right to monitor and record all telephone calls from Buyers and use such recording for any purpose in connection with the business of the Company.

## 8. Orders, Specifications and Returns

- 8.1 The Company may make any changes to the specification of the Goods so long as such changes do not materially affect their performance or quality or if needed to conform with any applicable health, safety or other statutory requirements.
- 8.2 Whilst the Company will endeavour to supply the Goods Ordered, the Company reserves the right to supply Goods of a comparable specification without notice and to vary to a reasonable extent the quantities delivered from those Ordered to conform with the Company's or its suppliers' standard packaging.
- 8.3 The Goods sold by the Company are at its absolute discretion categorised as:-
  - 8.3.1 "Stock Products" being Goods ordinarily held in stock by the Company for direct delivery.
  - 8.3.2 "Stock Furniture Products" being furniture Goods ordinarily held in stock by the Company for direct delivery.
  - 8.3.3 "Non Stock Products" - being Goods not ordinarily held in stock by the Company.
- 8.4 The return of any Non-returnable Goods will only be accepted in the Company's absolute discretion or if they are defective at the date of delivery. Any Goods which are so returned under this clause 8.4 must be accompanied by any promotional items provided with them whether or not those promotional items themselves are defective. The Company reserves the right to charge the Buyer for such promotional items not duly returned.
- 8.5 The Company may, in its sole discretion, refund or credit the Buyer with the price for Stock Products (except Non-returnable Goods) which are returned within 30 days of delivery provided that the Stock Products are unopened and returned in their original packaging and condition. Stock Furniture Products may only be returned with the Company's prior written agreement and within 30 days of delivery. Non-Stock Products cannot be returned. This does not affect the Buyer's statutory rights. For Health & Safety reasons, no food products may be accepted for return unless they are shown to be defective.

## 9. Price and Payment

- 9.1 Prices quoted in the Company's sales literature are so far as practicable the Company's correct selling price. However, due to the ever changing nature of the office supplies market, unless otherwise agreed in writing, the Company reserves the right at any time to change the price of Goods without notice to the Buyer. The price of the Goods will be as stipulated in the Company's price list current at the date of despatch of the Goods. However, where practicable, the Company will notify the Buyer of price changes prior to their implementation.
- 9.2 Prices quoted are exclusive of VAT which will be charged at the rate prevailing on the date of despatch of the Goods or the date of the Company's invoice of the Goods if earlier.
- 9.3 The Buyer will pay the price of the Goods Ordered in full and in cleared funds within 30 days of the date of the Company's invoice notwithstanding that title in the Goods has not passed to the Buyer. The time of payment will be of the essence of the Contract.
- 9.4 Subject to clause 10.2.2, the price of the Goods is inclusive of the costs and charges of packaging, insurance and transport of the Goods.
- 9.5 The Buyer will pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer will not be entitled to

assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

9.6 The Company reserves the right to grant, refuse, withdraw, restrict, alter, suspend or cancel credit terms at their sole discretion. The Company reserves the right to refuse, suspend or cancel Orders for Goods where the Buyer is or is liable to become in breach of its agreed credit terms.

9.7 Where the Buyer's account has been suspended or cancelled in accordance with clause 9.6, or its credit limit is reached or exceeded, the Company will be under no obligation to accept any further Orders and will not be in breach of its Service Guarantee in such circumstances.

9.8 If the Buyer fails to make payment on the due date then without prejudice to any other right or remedy available to the Company, the Company will be entitled to charge the Buyer:-

9.8.1 interest (both before and after any judgement) on the amount unpaid at the rate of 4% above the prevailing Bank of England base rate until payment is made; and

9.8.2 an administration fee of £30.00.

## 10. Delivery

10.1 To Buyers, who do not have an account with the Company's Corporate Accounts Division:-

10.1.1 Subject to the remaining provisions hereof and so long as they provide information and facilities in accordance with clause 10.1.3, the Company guarantees to deliver to those Buyers who do not have an account with the Company's Corporate Accounts Division ("Service Guarantee"):-

a) anywhere in mainland Britain up to the Caledonian Canal not later than 6.00pm on the next Business Day after the Order is received or;

b) above the Caledonian Canal not later than 6.00pm on the second Business Day after the Order is received;

all accepted Orders received by 5.30pm for Stock Products where the Goods Ordered are held in stock and unsold by the Company at the time the Order is placed with the Company (with the exception of bulk Goods to be delivered on a pallet.).

10.1.2 If, in the Company's opinion, the Buyer reasonably considers that the Company has failed to comply with the Service Guarantee, the Company will, if the Buyer, within 7 Business Days of the due date of delivery so requests (time being of the essence), complete where necessary the delivery of any undelivered Goods and the Company will refund, credit or waive up to a maximum of £250.00 of the price of the affected Goods. This will be the Buyer's sole remedy for breach of the Service Guarantee.

10.1.3 The Company's Service Guarantee is subject to the Buyer providing sufficient accurate information and appropriate facilities to enable the Company to effect delivery of the Goods. The Service Guarantee will not be applicable where:-

a) the Company is unable to deliver the Goods because the Buyer has not provided the Company with sufficient delivery information or

b) if the Buyer is not available to take or refuses delivery of the Goods.

10.2 This clause 10.2 applies to Buyers who have an account with the Company's Corporate Accounts Division:-

10.2.1 Any dates quoted for delivery of the Goods are approximate only and the Company will not be liable for any delay in delivery however caused.

10.2.2 The Company may make a separate charge for deliveries where the Buyer specifically requests and the Company agrees to deliver by an agreed time.

10.2.3 This clause 10.2.3 applies if the Company fails to deliver stocked Goods within timescales requested by the Buyer and agreed with the Company, unless by reason of any Force Majeure Event or because of the Buyer's breach, act or omission. In such circumstances the Company's liability will be limited to any amount by which the price of similar goods (in the cheapest market available to the Buyer) exceeds that of the Goods not delivered.

10.3 For the purposes of this clause 10, an Order is received when it is in the Company's possession. In the case of internet Orders this will be receipt in the time zone in which the Company operates. Orders received on a Business Day after 5.30pm or not on a Business Day will be deemed to have been received and accepted at 9.00am on the next Business Day.

10.4 The Buyer must notify the Company, within 5 Business Days of delivery, of any discrepancies in the Goods received otherwise all the Goods Ordered as stated on the delivery note will be deemed to have been delivered and accepted.

10.5 The Company will not be liable for any delay in delivery of the Goods under this clause 10 that is caused by a Force Majeure Event or any other breach act or omission by the Buyer.

10.6 If the Buyer fails to accept delivery of the Goods within 3 attempts by the Company to deliver the Goods, then, except where such failure is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract:

10.6.1 delivery of the Goods will be deemed to have been completed at the time at which the Company makes a third attempt to deliver the Goods and the Buyer shall pay for the Goods in accordance with clause 9.3. After the third attempt is made, it shall be for the Buyer to contact the Company to arrange for the Goods to be delivered to the Buyer or collected from the Company (at the Company's option) at such time as may be acceptable to the Company; and

10.6.2 the Company may store the Goods until delivery or collection (as the case may be) takes place, and charge the Buyer for all related costs and expenses (including insurance). Where the Company does store the Goods, it may, at the Buyer's cost and upon giving not less than [10] Business Days' notice in writing to the Buyer, sell such Goods or otherwise dispose of part or all of the Goods,

10.7 If, before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 12.2, or the Company reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

## 11. Risk and Property

11.1 Risk of damage to or loss of the Goods will pass to the Buyer at the time of delivery.

11.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, title to the Goods or any part thereof will not pass to the Buyer until:-

11.2.1 the Company has received cleared funds for all monies owed, due or payable by the Buyer to the Company for such Goods and any other Goods agreed to be sold by the Company to

the Buyer for which payment is then due; or

11.2.2 the Company serves notice in writing on the Buyer specifying that title in the Goods or any specified part thereof has passed to the Buyer.

11.3 Until title to the Goods has passed to the Buyer in accordance with clause 11.2, the Buyer will hold the Goods or any part thereof as a bailee of the Company and will store and insure the Goods or any part thereof in the same state and condition in which they were delivered and separately from other goods so as to ensure that they are clearly identifiable as the property of the Company.

11.4 The Company will be entitled to recover the Goods in respect of which title has not passed to the Buyer at any time and the Buyer hereby authorises the Company, its officers, employees and agents to enter upon any premises of the Buyer for the purpose either of satisfying itself that clause 11.3 is being complied with by the Buyer or recovering any Goods in respect of which title has not passed to the Buyer.

11.5 Until such time as the title to Goods passes to the Buyer, the Buyer will be entitled to use the Goods in the ordinary course of business unless notified by the Company in writing to the contrary.

## 12. Buyer's Insolvency or Incapacity

12.1 If the Buyer becomes subject to any of the events listed in clause 12.2, or the Company reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Company without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer will become immediately due.

12.2 For the purposes of clause 12.1, the relevant events are:

12.2.1 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

12.2.2 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

12.2.3 (being an individual) the Buyer is the subject of a bankruptcy petition or order;

12.2.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;

12.2.5 (being a company) a floating charge holder over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver;

12.2.6 a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer;

12.2.7 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.1 to clause 12.2.6 (inclusive);

12.2.8 the Buyer suspends, threatens to suspend,

# TERMS & CONDITIONS OF SALES

ceases or threatens to cease to carry on all or substantially the whole of its business;

12.2.9 the financial position of the Buyer deteriorates to such an extent that, in the opinion of the Company, the capability of the Buyer to adequately fulfil its obligations under these Conditions has been placed in jeopardy; or

12.2.10 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

## 13. Warranties

13.1 Subject to the conditions set out in clause 13.5, the Company warrants that all non-consumable Goods other than those to which a Machine Warranty applies, will correspond with their specification (subject to clause 8.1) at the time of delivery and will be free from material defects in material and workmanship for a period of 12 months ("Warranty Period") commencing on the date of delivery.

13.2 Subject to clauses 13.3, 13.5 and 13.6, if:

13.2.1 the Buyer gives notice in writing to the Company during the Warranty Period within 5 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 13.1;

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

13.2.3 the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost,

the Company will, at its option, repair or replace the defective Goods, or refund all or an appropriate part of the price of the defective Goods.

13.3 The Company gives no warranty in respect of Goods which are listed in the Company's catalogue current at the time of Order as having a Machine Warranty. In addition the Company makes no representations as to the efficacy or otherwise of any Machine Warranty.

13.4 Where a defect is covered by a Machine Warranty, the Buyer must follow the procedure set out in the 'Machine Warranty Section' of the Company's catalogue, which may also be found on the Website under the 'Warranties' section.

13.5 The warranty given in clause 13.1 is given by the Company subject to the condition that the Company will be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the manufacturers' or the Company's instructions (whether oral or in writing), misuse or alteration or repair without the Company's approval.

13.6 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, subject to clause 14.1.

## 14. Liability

14.1 Nothing in these Conditions seeks to limit or exclude the Company's liability for:

14.1.1 death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors (as applicable);

14.1.2 fraud, fraudulent misrepresentation or other dishonesty;

14.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

14.1.4 defective products under the Consumer Protection Act 1987.

14.2 Subject to clause 14.1 and the remaining provisions of this clause 14:

14.2.1 the Company will not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of revenue, profit, business interruption, business opportunity,

goodwill, reputation or other economic loss whether direct or indirect and whether arising under or in connection with the Contract or the use or re-sale of the Goods by the Buyer or otherwise.

14.2.2 the Company's total liability to the Buyer in respect of all losses arising under or in connection with the Contract or the use or re-sale of the Goods by the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (including where such loss is caused by the acts or omissions of its employees, agents or subcontractors), will not exceed the price paid for the Goods.

14.3 Goods incorrectly supplied or invoiced as result of error on the part of the Company will be collected and credited without charge but only to the extent that such error is not attributable in whole or in part to an act or omission of the Buyer. This is the Buyer's sole remedy in such circumstances and the Company will have no further liability.

14.4 When Ordering through the Website, the Buyer must ensure it has in place reasonable virus protection. The Company accepts no liability for viruses transmitted or passed to the Buyer through use of the Website.

14.5 Subject to clauses 10.1.2 and 14.1, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Order for Goods will be limited to the price of each Order accepted by the Company with the Buyer.

14.6 The Buyer agrees that it is best able to estimate the extent and nature of the insurance cover suitable for its business and property from time to time and that it is reasonable for the Company to sell the Goods and fix the purchase price on the basis of the exclusions and limitations of liability contained in these Conditions. The Buyer acknowledges that the price of the Goods would be higher were such provisions altered in these Conditions and the Buyer agrees that it will be responsible for effecting insurance cover as mentioned above including any required insurance cover in respect of any loss or damage of whatsoever kind or howsoever caused either by reason of the negligence of the Company or otherwise to premises, plant or to other property and the Company will have no legal liability in respect of any such loss or damage.

## 15. Indemnity

The Buyer will indemnify the Company in respect of any loss, damages, claims, expenses, proceedings, judgments or costs that the Company is subject to as a result of the Buyer's negligence, any act or omission in breach of these Conditions and the Buyer's use of the Goods.

## 16. Force Majeure

16.1 The Company will not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to a Force Majeure Event.

16.2 A Force Majeure Event means any cause beyond the Company's reasonable control, which by its nature could not have been foreseen, or if it could have been foreseen, was reasonably unavoidable. Without prejudice to the generality of the foregoing, the following will be regarded as Force Majeure Events:-

16.2.1 acts of God, adverse weather conditions, explosion, flood, tempest, fire or accident;

16.2.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

16.2.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

16.2.4 import or export regulations or embargoes;

16.2.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

16.2.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

16.2.7 power failure or breakdown in any vehicle or

machinery or any computer malfunction, such vehicle, machinery or computer being used by the Company for the purposes of complying with its obligations in these Conditions; or

16.2.8 the imposition of Stopping, Waiting, Parking or similar restrictions which delay or prevent the Company from reasonably affecting delivery of the Goods.

## 17. Notices

17.1 Any notice or other communication given to a Party under or in connection with these Conditions will be in writing, addressed to that Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other in writing in accordance with this clause, and will be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

17.2 A notice or other communication will be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

17.3 The provisions of this clause 17 will not apply to the service of any proceedings or other documents in any legal action.

## 18. General

18.1 If any court or competent authority decides that any of the provisions of these Conditions are invalid, unlawful or unenforceable to any extent, the relevant clause(s) will, to that extent only, be severed from the remaining clauses, which will continue to be valid to the fullest extent permitted by law.

18.2 These Conditions will be governed by the laws of England and the Company and any Buyer submit to the exclusive jurisdiction of the English courts in relation to any dispute hereunder.

18.3 Nothing in these Conditions will confer, nor does the Company or Buyer intend it to confer, any enforceable right on any third party and the Contracts (Rights of Third Parties) 1999 will not apply.

18.4 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions. The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions without the prior written consent of the Company.

18.5 A waiver of any right or remedy under these Conditions is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under these Conditions or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

## Edition 2012.