



1. Interpretation

1.1. In these Terms:

Affiliate	means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
Buyer	means the person who accepts the Seller's Written quotation for the sale of the Goods or whose Written order for the Goods is accepted by the Seller;
Excluded Loss	means any of the following: (a) loss of profit; (b) loss of anticipated profit; (c) loss of production; (d) loss of, product use; (e) loss of turnover; (f) loss of business opportunity; (g) loss of goodwill; in each case whether the same shall arise directly or indirectly, or any indirect, special or consequential loss or damage, costs, expense or claims for compensation whatsoever;
Contract	means the contract for the sale and purchase of the Goods and/or Services in accordance with these Terms;
Force Majeure Event	means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors;
Goods	means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms and which are described in the Seller's sales quotation;
Intellectual Property Rights	means any patent, registered design, copyright, database right, design right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence any other intellectual or industrial property right of any nature whatsoever in any part of the world;
Seller	means BEL Valves Limited registered in England and Wales under number 00167542;
Services	means the services which the Supplier is to supply in accordance with these Terms and which are described in the order agreed between the Supplier and the Customer;
Terms	means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;
Writing and any similar expression	includes facsimile transmission and comparable means of communication, but not electronic mail.

1.2. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Basis of the sale

- 2.1. The Seller shall sell and the Buyer shall purchase the Goods and/or Services in accordance with the Seller's Written quotation (if accepted by the Buyer), or the Buyer's Written order (if accepted by the Seller), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 2.2. No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations, which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
- 2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.6. All of these Terms shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Orders and specifications

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
- 3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

4. Goods

- 4.1. The quantity, quality and description of the Goods and any specification for them shall be as set out in the engineering drawings completed by the Seller and agreed by the Buyer.
- 4.2. Where the Buyer specifies in any specification the materials to be used by the Seller in the manufacture of the Goods (including without limitation, the materials to be used for their body, bonnet or trim) the Seller shall presume that those materials that have been specified are suitable having regard to the intended use and service conditions of the Goods in question, and the Seller shall have no liability to the Buyer should the use of those materials have any adverse effect on the performance, functionality, durability or design of the Goods.
- 4.3. In the event that the Seller shall propose the materials to be used in the manufacture of the Goods, and the Buyer shall have failed to provide all information requested by the Seller relating to the environmental conditions in which the Goods will be operated, then if the specification is agreed by the Buyer the Seller shall proceed to manufacture the Goods using the materials that it has proposed and



the Buyer shall be deemed to have confirmed that the use of those materials is appropriate for the intended environmental conditions in which the Goods are intended to be operated, and that the use of the Goods in those conditions shall not result in the breach of any applicable law or regulation.

- 4.4. The Buyer shall indemnify the Seller and keep the Seller indemnified from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with the failure by the Seller to provide adequate information regarding the environment in which it is intended to use the Goods, and from the manufacture of the Goods using materials specified by the Buyer.
- 4.5. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any Intellectual Property Rights of any other person which results from the Seller's use of the Buyer's specification.
- 4.6. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 4.7. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that 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.
- 4.8. The Intellectual Property Rights in the Goods, unless otherwise agreed in Writing by the Seller, belong to the Seller. Any invention, discovery, or improvement, whether patentable or not, made by the Seller, its employees or agents, in connection with the Contract, shall belong wholly and exclusively to the Seller. The Seller shall retain the Intellectual Property Rights in all documents, data, and other materials supplied or produced to the Buyer in connection with the Contract, and it shall be a condition of such supply or productions that such documents, data and materials, and any part thereof shall not be communicated either directly or indirectly to any other person, firm or company without the Seller's consent.

5. Price of the Goods

- 5.1. The price of the Goods shall be the Seller's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 5.2. The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller accurate or adequate information or instructions.
- 5.3. Except as otherwise stated in the Seller's Written quotation and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 5.4. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

6. Terms of payment

- 6.1. Subject to any special terms agreed in Writing between the Buyer and the Seller or anything stated in the Seller's quotation, the price of the Goods shall be paid to the Seller as follows:
 - 6.1.1. 20% on acceptance of the order or any letter of intent by the Seller;
 - 6.1.2. 10% on completion of initial documents (being production programme, quality plan, and engineering envelope drawings);
 - 6.1.3. 30% on placement of sub-orders by the Seller for raw body materials for the Goods;
 - 6.1.4. 35% on completion of factory acceptance tests; and
 - 6.1.5. 5% on completion of final documents.
- 6.2. The Seller shall render an invoice to the Buyer when any milestone identified in clause 6.1 has been reached for that proportion of the price as shall thereby have become payable, and the Buyer shall settle such invoice within 30 days of the date of the Seller's invoice.
- 6.3. The Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.4. If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:
 - 6.4.1. cancel the contract;
 - 6.4.2. suspend work in the contract, and/or suspend any further deliveries to the Buyer;
 - 6.4.3. appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 6.4.4. charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 6 per cent per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). The Seller reserves the right to claim interest under the Late Payment of Commercial Debt (Interest) Act 1998.

7. Delivery

- 7.1. Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
- 7.2. Any dates quoted for delivery of the Goods, or dates for reaching the milestones set out at clause 6.1, are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.
- 7.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.4. If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 7.5. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:



- 7.5.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 7.5.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

8. Risk and property

- 8.1. Risk of damage to or loss of the Goods shall pass to the Buyer:
 - 8.1.1. in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
 - 8.1.2. in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 8.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 8.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business.
- 8.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold or irrevocably incorporated into another product), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 8.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

9. Warranties and liability

- 9.1. Subject to the following provisions the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 24 months from delivery, whichever is the first to expire.
- 9.2. The above warranty is given by the Seller subject to the following conditions:
 - 9.2.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
 - 9.2.2. the Seller shall 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 Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;
 - 9.2.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
 - 9.2.4. the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 9.3. Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4. A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 48 hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 9.5. Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer.
- 9.6. Nothing in these Terms shall limit or exclude the liability of the Seller for:
 - 9.6.1. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - 9.6.2. fraud or fraudulent misrepresentation;
 - 9.6.3. the indemnities contained in clauses 10.2 and 10.6;
 - 9.6.4. breach of the terms implied by section 2 of the Sale of Goods and Services Act 1982; or
 - 9.6.5. breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 9.7. Subject to the provisions of clause 9.6:
 - 9.7.1. the Seller shall not be liable to the Buyer in any circumstances whether in contract, tort (including negligence), breach of statutory duty or otherwise on the part of the Seller for any Excluded Loss arising under or in connection with the Contract; and
 - 9.7.2. the entire liability of the Seller arising under or in connection with the Contract whether in contract, tort (including negligence) breach of statutory duty or otherwise shall not exceed the price of the Goods that are the subject of the claim in question, except as expressly provided in these Terms.

10. Indemnities

- 10.1. For the purposes of this clause 10, "Buyer Group" shall mean the Buyer, its Affiliates and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Seller Group. "Seller Group" shall mean the Seller, its affiliates and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Buyer Group.
- 10.2. The Seller shall be responsible for and shall save, indemnify, defend and hold harmless the Buyer Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
 - 10.2.1. loss of or damage to property of the Seller Group whether owned, hired, leased or otherwise provided by the Seller Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - 10.2.2. personal injury including death or disease to any person employed by the Seller Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - 10.2.3. subject to any other express provisions of the Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty



(whether statutory or otherwise) of the Seller Group. For the purposes of this clause 10.2.3 "third party" shall mean any party which is not a member of the Buyer or Seller Group.

- 10.3. The Buyer shall be responsible for and shall save, indemnify, defend and hold harmless the Seller Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
 - 10.3.1. loss of or damage to property of the Buyer whether (i) owned by the Buyer, or (ii) leased or otherwise obtained under arrangements with financial institutions by the Buyer arising from, relating to or in connection with the performance or non-performance of the Contract, but excluding the goods; and
 - 10.3.2. personal injury including death or disease to any person employed by the Buyer arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - 10.3.3. subject to any other express provisions of the Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Buyer. For the purposes of this clause 10.3.3 "third party" shall mean any party which is not a member of the Seller Group or Buyer.
- 10.4. Without limitation to the Seller's other obligations under the Contract and at law, the Seller shall be responsible for the Goods from the date the Contract is accepted and signed by the Seller until the date of delivery of the Goods in respect of the whole or the relevant part of the Goods, at which date responsibility shall pass to the Buyer. Before the date of delivery, in the event of loss or damage to the Goods, the Seller shall, if instructed by the Buyer, reconstruct, repair or replace the same. Where the necessity for such work of reconstruction, repair or replacement was solely caused by the Buyer, such work shall be at the expense of the Buyer.
- 10.5. Except as provided by clause 10.2.1, clause 10.2.2 and clause 10.6, the Buyer shall save, indemnify, defend and hold harmless the Seller Group from and against any claim of whatsoever nature arising from pollution emanating from the reservoir or from the property of the Buyer arising from, relating to or in connection with the performance or non-performance of the Contract.
- 10.6. Except as provided by clause 10.3.1 and clause 10.3.2, the Seller shall save, indemnify, defend and hold harmless the Buyer from and against any claim of whatsoever nature arising from pollution occurring on the premises of the Seller Group or emanating from the property and equipment of the Seller Group (including but not limited to marine vessels) arising from, relating to or in connection with the performance or non-performance of the Contract.
- 10.7. All exclusions and indemnities given under this clause 10 (save for those under clauses 10.2.3 and 10.3.3) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party (excluding gross negligence or wilful misconduct) and shall apply irrespective of any claim in tort, under contract or otherwise at law.
- 10.8. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities it shall notify the other and both parties shall co-operate fully in investigating the incident.
- 10.9. If a claim is made against the Buyer that the Goods infringe or that their use or resale infringes the Intellectual Property Rights of any other person, then unless the claim arises from the use of a drawing, design or specification supplied by the Buyer, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:
 - 10.9.1. the Seller is given full control of any proceedings or negotiations in connection with the claim;
 - 10.9.2. the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;
 - 10.9.3. the Buyer shall not pay or accept the claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
 - 10.9.4. the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
 - 10.9.5. the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
 - 10.9.6. without limiting any duty of the Buyer at common law, the Seller may require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.

11. Termination

- 11.1. Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:
 - 11.1.1. the Buyer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;
 - 11.1.2. 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 11.1.3. 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 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;
 - 11.1.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer other than 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;
 - 11.1.5. a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 11.1.6. 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;
 - 11.1.7. a floating charge holder over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver;
 - 11.1.8. 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;
 - 11.1.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 11.1.2 to 11.1.8 (inclusive); or
 - 11.1.10. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
- 11.2. Without limiting its other rights or remedies, the Seller shall have the right to suspend all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 11.1.2 to 11.1.9 inclusive, or the Seller reasonably believes that the Buyer is about to become subject to any of them and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.



12. **General**

12.1. Force majeure

12.1.1. The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

12.1.2. If the Force Majeure Event prevents the Seller from supplying any of the Goods for more than 5 weeks, the Seller shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Buyer.

12.2. A notice required or permitted to be given by either party to the other under these Terms 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. The service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution shall not be permitted by electronic mail.

12.3. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.4. If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

12.5. A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13. **Governing law and jurisdiction**

This Agreement shall be governed by and construed in all respects in accordance with the law of England and Wales, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.