

## TERMS AND CONDITIONS OF SALE

The Buyer's attention is drawn in particular to the provisions of Conditions, 4.7, 6.1 and 9.

**Buyer:** the person, firm, company or other organisation who buys or agrees to buy Products from the Seller;

**Conditions:** the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

**Consumer:** an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;

**Contract:** the contract between the Seller and the Buyer for the sale and purchase of the Products incorporating these Conditions;

**Force Majeure Event:** any act or event beyond reasonable control of the Seller or: (i) act of God, explosion, collapse of building structures, fire, accident, flood, storm, earthquake or adverse weather conditions; (ii) epidemic, pandemic or similar event; (iii) (threat of) war or invasion, terrorism, riot, sabotage, insurrection or civil disturbance; (iv) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; (v) import or export regulations, restrictions, delays or embargoes; (vi) strikes, lock-outs or other industrial action or trade dispute of any kind; (vii) difficulties in obtaining labour, transport, materials, power, fuel or other supplies or late or non-performance by suppliers/sub-contractors; (viii) power failure or breakdown in machinery; (ix) transport infrastructure delays; or (x) insect or fungicidal attack on the Products;

**Order:** an order for Products by the Buyer;

**Products:** the goods, materials, equipment or services (as applicable) including any instalments of them set out in the Order which the Seller is to supply;

**Quote:** the written or oral quotation for Products issued by the Seller in response to a request from the Buyer;

**Seller:** the National Timber Group company with which the Contract is made; and

**VAT:** value added tax or any equivalent tax chargeable in the United Kingdom.

Reference to any statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

Nothing in these Conditions shall exclude or limit any statutory rights of the Buyer which may not be excluded or limited due to the Buyer acting as a Consumer. If the Buyer is acting as a Consumer, any Condition or provision which is marked with \* may, subject to determination by the Court or any applicable legislation, have no force or effect.

### 1. Basis of Contract

1.1 These Conditions apply to the supply of all Products to the exclusion of any terms and conditions of the Buyer, or which are implied in favour of the Buyer by trade, custom, practice or course of dealing. No variation of these Conditions shall bind the Seller unless agreed in writing between the authorised representatives of the Buyer and the Seller.

1.2 Quotes are valid for their stated validity. A Quote does not constitute an offer. For website sales, any specific terms or conditions set out on the Seller's website for online purchases will prevail.

1.3 The Order placed by the Buyer shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, despatches the Products or, for items to be processed or manufactured, commences processing or manufacturing, at which point the Contract shall come into existence. 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 and, if correction is not accepted by the Buyer, the Seller may cancel the Order or Contract.

1.4 No Order may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall pay a cancellation charge for the loss (including loss of profit) cost (including the cost of all labour and materials used) and expenses incurred by the Seller for the cancelled Order.

### 2. Orders and Specification

2.1 The Buyer shall be responsible for ensuring the accuracy of the terms of its Order (including any applicable specification, design or measurements submitted by the Buyer), and for giving the Seller any necessary information relating to the Products within sufficient time to enable the Seller to satisfy the Order.

2.2 Products are intended for use in the UK only and no undertaking or warranty is given that Products comply with any laws, regulations or other standards applicable outside the UK. Independent product certification information is given in good faith but is not warranted by the Seller.

2.3 All third-party manufactured Products are sold on the basis of the manufacturer's specifications and are subject to any datasheets, instructions, limitations and disclaimers contained in the manufacturer's associated documentation as provided with the Products or on the Seller's website.

2.4 All Orders for Products from stock are subject to the Products being available at the time of receipt of Order and if any Products are not in stock, then the Order shall not be binding upon the Seller unless and until the Product(s) become available to the Seller to meet the Order.

2.5 \*The Buyer is solely responsible for satisfying itself that the Products will meet its requirements and intended use. Any advice or recommendation given by the Seller, or its employees or agents, to the Buyer, or the Buyer's employees or agents, as to the storage, application or use of the Products, is followed or acted upon entirely at the Buyer's own risk and responsibility.

2.6 Where drawings, specifications or other materials are provided for approval by the Buyer for products that are to be processed or manufactured by the Seller to its order, the Buyer is responsible for ensuring their accuracy, and any approvals given by the Buyer will be binding on it and additional charges may be levied by the Seller if the Buyer requires any changes to be made.

2.7 Where the Seller is to process or perform work on the Products for the Buyer (including cutting, treating or manufacturing), the Seller may at its option sub-contract such processing work to its third-party sub-contractor and in such instance the third party's contract conditions (if any) shall apply and bind the Buyer. In the event of any claim, however, the Seller's liability shall in no circumstances exceed the liability of the processor to the Seller in respect of any item(s) which is defective or complained about.

2.8 All fire doors and frames supplied by the Seller comply with the British Standard Specifications for Fire (BS 476 Part 22 or BS EN 1634 Part 1). If any fire door or frame or other component is purchased separately from a third party, it is the responsibility of the Buyer to: (i) ensure that it complies with the above specification; and (ii) provide any associated certification of compliance as evidence for the final product installed. \* No liability is accepted by the Seller in respect of fire compliance where the doors or frames supplied by the Seller are used with doors, frames or components not of the above specification.

### 3. Price and Payment

3.1 The price shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's price list current at the date of acceptance of the Order. All prices are exclusive of VAT or any other applicable tax or duty, which the Buyer shall be additionally liable to pay to the Seller. Unless otherwise agreed by the Seller, prices are on an Ex Works basis and the Buyer will be liable to pay the Seller's charges for packaging, transport, unloading and insurance.

3.2 Only the price in the Seller's acceptance of the Order is binding on the Seller. Published prices may change without notice. The Seller may, by giving written notice to the Buyer at any time before delivery, increase the price to reflect any increase in cost to the Seller due to: (i) a Force Majeure Event or other factor beyond the Seller's control (including, without limitation, foreign exchange fluctuations (exceeding 5% versus the spot Sterling rate), increases in taxes and duties, and increases in labour, materials and other costs of manufacture); (ii) any change in delivery dates, quantities, types or specifications for the Products; or (iii) any delay caused by any instructions of the Buyer or failure to give the Seller adequate information or instructions.

3.3 If the rate of any applicable VAT (or other applicable taxes or rates) changes between the date of an Order and the date of delivery, the Seller will adjust the VAT (or other applicable taxes or rates) payable unless the Buyer has already paid for the Products in full before the change in VAT takes effect.

3.4 The Seller shall invoice the Buyer for all payments due for each Order (or consignment). The Seller may issue further invoices in respect of any additional costs or charges incurred by it for Orders fulfilled in accordance with these Conditions or to correct previous invoicing errors or changes requested by the Buyer.

3.5 Payment is to be made in cash or immediately cleared funds as stated by the Seller or otherwise agreed by the Seller. If not stated/agreed, this will be: on Order placement/collection for non-trade account customers or on credit terms (if applicable). The Seller may in any event require payment at time of Order for any Products at its discretion. Payment shall be made to the bank account nominated in writing by the Seller. Time of payment is of the essence of the Contract.

3.6 \*If payment in full is not made on the due date for payment then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: (i) cancel the Contract or suspend any further deliveries to the Buyer under the same or any other contract; (ii) appropriate any payment made by the Buyer to such of the Products (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 (iii) recover from the Buyer amounts as provided by the Late Payment of Commercial Debts (Interest) Act 1998 from such date until payment (both before and after any judgement) together with debt recovery costs incurred by the Seller. Payment shall become due immediately upon the commencement of any insolvency proceedings affecting the Buyer.

3.7 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and shall not be entitled to assert any credit, set-off or counterclaim in order to justify withholding payment. The Seller may, 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 Seller to the Buyer.

3.8 A trade account in favour of the Buyer may be opened at the discretion of the Seller, subject to satisfactory credit and trade references being obtained and to checks with the Seller's credit insurers. The Seller will make a search with a credit reference agency which will keep a record of that search and will share that information with other businesses. The Seller may also make enquiries about the Buyer's principal(s), director(s), partner(s) and trustee(s) with credit reference agencies and may also take up trade references provided by the Buyer when applying for a credit account. Trade accounts and any credit payment terms, or other preferential terms of trading provided by the Seller are at its absolute discretion and may be withdrawn or altered at any time. The Buyer must promptly inform the Seller of any changes to the information provided by the Buyer in its trade account application.

### 4. Delivery

4.1 Delivery shall be made by the Buyer collecting the Products at the Seller's premises at any time after the Seller has notified the Buyer that the Products are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering to that place. The Buyer will be responsible for unloading the Products with its own labour/equipment and without undue delay. A charge for standing may be made if the Buyer has failed to make proper arrangements for unloading. The Buyer and its employees or agents will comply with any Seller health, safety, and other requirements while on the Seller's premises.

4.2 Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller in regard to any one delivery shall not entitle the Buyer to treat the Contract as a whole as repudiated.

4.3 Where the Buyer requires non-standard delivery or is unable to accept delivery as scheduled by the Seller, the Seller may charge an additional delivery fee for every additional delivery. Any failure or defect in any one delivery shall not invalidate the completion of the Contract for any remaining deliveries.

4.4 Each delivery (or part-delivery) of Products shall be accompanied by a delivery note from the Seller showing the Order reference number and the type and quantity of Products delivered.

4.5 \*Delivery dates and supply lead times are approximate and time of delivery shall not be of the essence. Delays shall not entitle the Buyer to: (i) refuse to take delivery (or part-delivery) of the Order or any consignment of an Order; (ii) cancel an Order (or part thereof); (iii) claim damages or reimbursement of payment; or (iv) terminate the Contract. If the Seller fails to deliver the Products for any reason other than Force Majeure Event 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 Products.

4.6 If the Buyer fails to take delivery or fails to give the Seller adequate delivery instructions (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault), then, without prejudice to any other right or remedy available to the Seller, the Seller may: (i) for manufactured/processed Products allow up to a 4 week grace period for the Buyer to take delivery (at the Seller's discretion) before invoicing and charging under item (ii) following; (ii) store the Products and charge for the failed delivery, return, storage and re-delivery of the Products and any associated handling costs incurred by the Seller; and (iii) if the Buyer fails to pay the corresponding invoice, sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price agreed under the Contract.

4.7 \*Subject to Condition 4.8, the Seller shall not be liable for any shortage, damage, defects, or loss in transit of any Products or in respect of any claim consequential thereon unless a claim is made in writing to the Seller within 2 working days of the date of delivery and in any case prior to putting the affected Products into use, or their cutting or installation.

4.8 In relation to delivery:

- (a) in the event of any loss of or damage to Products for which the Seller is responsible during transit or short delivery, the Seller's maximum liability to the Buyer shall be limited to the cost of the Product so damaged, lost or in short supply and the Seller shall have no liability for loss, damage or short supply due to any act or omission of the Buyer or a Force Majeure Event;
- (b) unless loading/offloading is agreed to be performed by the Seller, the Buyer shall be responsible for providing adequate labour and handling equipment for the purpose of loading/unloading the Products and such operations shall be at the Buyer's cost and risk. Alternatively, where the unloading of Products at the Buyer's location is undertaken by the Seller's employees, carriers, agents or subcontractors, either: (i) pursuant to the Buyer's instructions; or (ii) in the absence of instructions from the Buyer and where the Buyer has not provided its own labour for purposes of unloading at the agreed delivery date, for both (i) and (ii) such unloading shall be deemed to take place at the Buyer's risk; and
- (c) any assistance given by the Buyer to loading/unloading by the Seller is at the Buyer's own risk and the Seller will not be responsible for any personal injury not resulting from the Seller's negligence or damage thereby caused to the Products.
- 4.9 \*The Seller shall be entitled to apply a delivery tolerance of 10% more or less than the quantity or weight of Products ordered, in which case the price shall be adjusted accordingly. Where the Buyer has made payment prior to delivery and the price is: (i) increased under this Condition, the Seller shall invoice for, and the Buyer shall pay, such additional amount; or (ii) reduced under this Condition, the Seller shall either provide a partial refund/credit note or may off-set against any amounts due by the Buyer in respect of any other Order.
- 5. Title and Risk**
- 5.1 Risk in the Products shall pass to the Buyer: in the case of Products to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer or its agent that the Products are available for collection; or (ii) in the case of Products to be delivered otherwise than at the Seller's premises, at the time of delivery to the Buyer or its agent or, if the Buyer or its agent wrongfully fails to take delivery of the Products, the time when the Seller has tendered delivery of the Products (and where offloading is by the Buyer or its agent, at the commencement of offloading).
- 5.2 Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Conditions, property in the Products shall not pass to the Buyer until: (i) the Seller has received in cash, or cleared funds, payment in full of the price of the Products and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 5.3 Until such time as the title in the Products passes to the Buyer, the Buyer shall hold the Products as the Seller's fiduciary agent and bailee, and shall keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Products in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 5.4 Until such time as title in the Products passes to the Buyer (and provided that the Products are still in existence and have not been re-sold), the Seller shall be entitled, at any time, to require the Buyer to deliver the Products to the Seller (or its agent or sub-contractor) and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer, or any third party where the Products are stored and re-possess the Products.
- 6. Defects**
- 6.1 \*Any claim by the Buyer which is based on any defect in the quality or condition of the Products or their failure to correspond with the specification shall (whether or not delivery is refused by the Buyer) be made in writing, and supported with photographic evidence, within 2 working days from the date the Products were delivered. Any claims or complaints received outside of this will only be considered at the discretion of the Seller.
- 6.2 \*The return of the Products will not be accepted until the Seller or its representative has had the opportunity of examining them.
- 6.3 \*The Seller shall not be liable for any defect in the quality or condition of the Products or their failure to correspond with the specification in any of the following circumstances: (i) the Buyer makes any further use of them or the remainder of the consignment of which they are part; (ii) the issue arises because the Buyer has failed to follow the Seller's (or manufacturer's) instructions for the storage, commissioning, installation, use and maintenance of the Products, or (if no such instructions have been given) good trade practice regarding the same; (iii) storage or use of the Products in abnormal or inappropriate conditions (such as, lack of effective weather protection or moisture levels); (iv) the issue arises as a result of the Seller following any design or specification of the Buyer; (v) the Buyer makes any alteration or repair without the written approval of the Seller; (vi) normal wear and tear, wilful damage or negligence; or (vii) the Products differ from their description or specification as a result of changes made to ensure that they comply with applicable legal requirements.
- 6.4 \*Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled, at the Seller's sole discretion, to replace the Products (or the part in question) free of charge or refund to the Buyer the price of the Products (or a proportionate part of the price) and, upon doing so, the Seller shall have no further liability to the Buyer. These Conditions shall apply to any repaired or replacement Products supplied by the Seller. The Seller will have no liability to the Buyer for repairs to defective or damaged goods, or re-work, which the Seller has not undertaken or agreed to pay.
- 6.5 \*Unless defective, Products specifically ordered in by the Seller for the Buyer or manufactured or supplied to the Buyer's design or specification cannot be returned and no refunds will be given in respect of the cancellation of Orders for such Products. Returns of any other Products are at the Seller's discretion and a re-stocking charge may apply.
- 6.6 \*Where any design, specification, material or other property is supplied to the Seller by the Buyer, the Seller accepts no responsibility for imperfect work caused by defects in or the unsuitability of any design, specification, material or property so supplied.
- 7. Quality**
- 7.1 \*Products are not tested or sold as fit for any particular purpose. Any indication as to the size, thickness, density or other description of the Products is approximate only. All sizes, weights, capacities, dimensions and measurements indicated in any sales brochure or material, or on the Seller's website, have a 10% tolerance. All samples, drawings, descriptive matter, advertising, images and illustrations of Products, including packaging and appearance of Products, are for illustrative purposes only and shall not form part of the Contract.
- 7.2 The Seller will endeavour to supply the Products ordered to the Buyer's requirements but reserves the right, without giving the Buyer prior notice, to supply alternative products, provided they are of a quality and standard equal to the Products ordered.
- 7.3 The Seller reserves the right to make any changes in the specification of the Products which are required to conform with any applicable statutory or regulatory requirements, or which do not materially affect their quality or performance.
- 7.4 Where fine or strict tolerances are required in the Products supplied beyond those generally accepted in the building trade, no liability shall attach to the Seller unless such fine or strict tolerances are notified in writing to the Seller at the time of Order and the Seller has acknowledged in writing that it is prepared to accept such tolerances.
- 7.5 The Seller does not accept responsibility for any drawings, designs or specifications not prepared by it. Products of which the Seller is a reseller are sold in accordance with the manufacturer's specifications applicable at the time of delivery and subject to any datasheets or instructions specified by the manufacturer.
- 7.6 Some Products are sold with a manufacturer's guarantee. Details of the applicable terms and conditions of any available manufacturer's guarantee will be provided to the Buyer with the Products. \*No separate guarantee is provided by the Seller for such Products.
- 8. Installation**
- 8.1 \*Where the Seller agrees to install any of the Products for the Buyer, the Seller shall have no liability for any loss or damage to property caused by installation work, whether such damage or loss is direct or consequential and howsoever arising, except to the extent caused by the negligence of the Seller or its employees or agents.
- 8.2 Notwithstanding that the Seller has agreed to install any of the Products for the Buyer, the Products shall nevertheless be considered as delivered to the Buyer when delivery is deemed completed in accordance with Condition 4.
- 8.3 The Seller accepts no responsibility for any failure, delay or imperfection in installation work caused by defects in, or the unsuitability of the Buyer's worksite, or resulting from any information, instructions, or material or property supplied by the Buyer or on its behalf (or which it fails to provide).
- 8.4 The Seller shall be under no obligation to perform installation work where not satisfied with safety of site working conditions.
- 9. \*Limitations of the Seller's Liability**
- 9.1 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Without prejudice to the generality of the foregoing, no warranty is given or undertaking made in relation to the fitness or suitability of any Products supplied for a particular use, whether notified by the Buyer or not, and the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded.
- 9.2 Subject to Condition 6.4 and Condition 9.8, the Seller's total liability to the Buyer arising under or in connection with the Contract or any Order, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the Contract price (and for any claim regarding a specific quantity of the Products, is limited to the corresponding portion of the Contract price).
- 9.3 Subject to Condition 6.4 and Condition 9.8, the Seller shall under no circumstances be liable in contract, tort (including negligence), breach of statutory duty or otherwise for any: (i) costs, expenses or other claims for consequential compensation whatsoever; (ii) loss of profit, business, contract, use, anticipated savings, wasted expenditure, increased costs of working, revenue or goodwill; or (iii) indirect or consequential loss or damage.
- 9.4 The Seller shall have no liability where the Seller's and/or manufacturer's instructions have not been followed.
- 9.5 Products are supplied only to the Buyer, and the Seller shall have no liability or responsibility whatsoever for claims in connection with resale of Products, nor to any person other than the Buyer.
- 9.6 The Seller shall have no liability for any failure or delay due to a Force Majeure Event.
- 9.7 The Seller shall not be liable for any defect or loss of performance resulting from the Products being manufactured or supplied in accordance with the Buyer's design or specification.
- 9.8 Nothing in these Conditions shall exclude or limit the Seller's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or (iv) any other liability that cannot be limited or excluded by law. \*Subject to this, these Conditions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of any breach of the Contract, any use made or resale by the Buyer of any of the Products or of any product incorporating any of the Products, and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10. Buyer Indemnity**
- 10.1 \*Except to the extent of the Seller's liability under the Contract, the Buyer shall indemnify and keep indemnified the Seller against all damage or injury occurring to any person or property and any loss consequential thereon, and all actions, claims, demands, losses, damages, charges or expenses for which the Seller may become liable resulting from or in connection with any negligence, act, omission, breach or default by the Buyer, its employees or agents.
- 10.2 If the Products are to be manufactured or any process is to be applied to the Products by the Seller in accordance with a design or specification submitted by the Buyer, the Buyer shall ensure that it has the right to pass such design or specification to the Seller for the purpose of processing the Order and the Buyer shall indemnify and keep indemnified the Seller against all liabilities, costs, expenses, damages and losses (including legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for infringement of a third party's intellectual property rights arising from the Buyer's design or specification.
- 11. Termination**
- 11.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect upon written notice to the Buyer if the Buyer: (i) commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so; (ii) is, or is deemed to be, insolvent, or is unable to pay its debts as they fall due; makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or has a trustee in bankruptcy or similar office appointed or (being a company) goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction) or passes a resolution for its voluntary winding up or has a petition for its compulsory winding up presented against it; or if an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Buyer; or any equivalent or analogous event or proceeding occurs in any other applicable jurisdiction; or the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (iii) fails to pay any amount due under the Contract on the due date for payment.

- 11.2 Without prejudice to the foregoing, the Seller may suspend supply 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 Condition 11.1(ii) or the Seller reasonably believes that the Buyer is about to become subject to any of them.
- 12. General**
- 12.1 Each party undertakes to keep confidential and not to disclose to any other person (except where necessary to perform the Contract or required by law) any information of a confidential nature which it receives from the other party under or in relation to the Contract.
- 12.2 All copyright, patent, trade mark, trade secret, design rights, domain names and other proprietary and intellectual property rights whether registered or unregistered of the Seller in the Products and information and know-how which the Seller may shall (as between the Buyer and Seller) remain vested in the Seller and the Buyer shall not acquire title to them.
- 12.3 Only the Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract or any Order. The Seller is responsible for making the supply to the Buyer but may use agents or subcontractors to assist in doing so.
- 12.4 Products sold for export from the UK are sold subject to compliance with all applicable export control laws and the Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties thereon. For export Products, the Buyer shall be responsible for arranging for testing and inspection of the Products at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect which would be apparent on inspection, and which is made after shipment, or in respect of any damage during transit.
- 12.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of contract that existed at or before the date of termination, or any obligations which expressly or by implication are intended to come into or continue in force on or after such termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 12.6 The Buyer acknowledges and agrees that the Seller requires to collect and process personal data of the Buyer's employees, and (where applicable) the agents and contractors of the Buyer involved in the purchase, delivery or installation of Products ordered by the Buyer. The Seller shall be a data controller of any such personal data, which shall be collected, processed and stored by the Seller in accordance with applicable data protection laws and the Seller's Privacy Policy.
- 12.7 \*No failure or delay by a party to exercise any right or remedy provided under a Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. 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.
- 12.8 Each of these Conditions operates separately and the illegality, invalidity or unenforceability of any provision of these Conditions will not affect the legality, validity or enforceability of the remainder.
- 12.9 The Contract is between the Buyer and Seller. No other person has any rights to enforce any of its terms and unless stated expressly otherwise these Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.
- 12.10 No variation to these Conditions shall be binding unless agreed in writing, signed by an authorised representative of each party.
- 12.11 The Contract and these Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Seller's employees or agents are not authorised to make any statements, representations, assurances or warranties concerning the Products unless confirmed by the Seller in writing. In entering the Contract, the Buyer agrees that it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) which is not set out in the Contract or confirmed by the Seller in writing.
- 12.12 The Order, Contract and these Conditions, and any related dispute or claim, shall be governed by English Law. \*All disputes arising out of or in connection with this Contract are subject to the exclusive jurisdiction of the English Courts.