

## 1. Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

- Business Day** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- Conditions** the terms and conditions set out in this document as amended from time to time in accordance with clause 13.7.
- Contract** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
- Customer** the person or firm who purchases the Goods from the Supplier.
- Force Majeure Event** has the meaning given in clause 12.
- Goods** the goods or products formed from natural stone materials or concrete, any chemical products, any tile products or any other goods or services (or any combination thereof) for which the order is placed.
- Goods Specification** any applicable specification for the Goods, including any relevant measurements, plans or drawings, that is included in writing by the Customer.
- Order Acknowledgement** the Customer's order for the Goods including the Goods Specification, as confirmed by the Supplier and in the case of the Goods Specification approved by the Supplier in the Supplier's written order acknowledgement.
- Supplier** Natural Paving Products (UK) Limited (registered in England and Wales with company number 05158665).

1.2 **Construction.** In these Conditions, the following rules apply:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.2.3 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 regulation or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.4 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to **writing** or **written** includes faxes and e-mails.

2. **Basic of contract**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Contract shall come into existence when the Supplier issues the Order Acknowledgement.
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid as at its date of issue.

3. **Goods**

- 3.1 The Goods are described in the Supplier's catalogue or as may be modified by any applicable Goods Specification. In particular the Supplier can have no liability for any colour fluctuations that may appear in the Goods which are a natural product.
- 3.2 The Supplier reserves the right to amend the specification of the Goods at any time and for any reason (including but not limited to) if required by any applicable statutory, environmental or regulatory requirements.
- 3.3 The Supplier does not accept liability for any Goods Specification and that the Supplier is not able to assess the appropriateness or suitability of the Goods Specification. In particular the Customer has to satisfy itself that the colour of the Goods is appropriate for the Customer's needs and the Customer should ensure that it takes no further action with the Goods if the colour is unsuitable.
- 3.4 The Customer shall have no flexibility to change the Goods Specification once it has been approved by the Supplier in the Order Acknowledgement. The Supplier's only obligation is to meet the requirements set out in the Goods Specification and the Customer shall satisfy itself that the Goods Specification is correct, accurate and appropriate.
- 3.5 The Supplier and the Customer agree and acknowledge that the Supplier shall not have any liability or obligation in respect of the Customer's customers (except as expressly agreed between the parties in advance in writing). The Supplier shall have no direct contractual link with the Customer's customer and the Customer agrees that it shall procure that its customers are aware of the provisions in these Conditions and shall ensure that its customers are happy to comply with and shall be bound by these Terms and Conditions in full.
- 3.6 The Customer acknowledges and understands that it needs to care for waste during the installation. As a result of the natural characteristics, production and transportation methods of the Goods up to 10% of any Order may be unusable due to any of the following reasons (including without limitation): chips, blemishes, surface variations, breakages and discolouration. Accordingly and for this reason the Supplier does not acknowledge and understands that when placing its Order it must allow an additional 10% in the volume of the Goods. A sufficient volume of Goods (in addition to this 10% uplift) will also be required by the Customer to cover paver/tiling positioning and any wastage caused by cuts in the installation process.
- 3.7 The Customer shall ensure that the terms of the Order (and if submitted by the Customer) the Goods Specification are complete and accurate.

4. **Delivery**

- 4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order Acknowledgement, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and the agreed delivery location (if any) and, if the Order Acknowledgement is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order Acknowledgement or the Customer shall collect the Goods from the Supplier's premises or such other location(s) as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 If the Supplier is unable to deliver the Goods due to inaccurate or incomplete delivery addresses or in the event of the Customer or its customers being unavailable to accept delivery and unload the Goods or in the event of inaccessibility or unsuitability of the Delivery Location then the Customer will be charged for every attempt to deliver the Goods which the Supplier may at its sole option make (up to a maximum of three delivery attempts which shall be made only at the sole discretion of the Supplier).
- 4.4 The Customer shall procure that the Supplier is at all times able to deliver to its customers (where applicable) and the Customer shall be responsible for complying (or shall procure that its customers shall comply) with all regulatory permits and charges and for all acts which need to be taken for the protection of persons or properties. The Customer shall reimburse the Supplier for any losses, damages, costs or charges that it may incur as a result of delivery to the Customer's customers.
- 4.5 The Customer shall at all times co-operate with the Supplier in respect of the delivery of the Goods and the Customer shall supply the Supplier with any information that it may reasonably require to enable it to deliver the Goods including passing to the Supplier all necessary information in respect of its customer. The Customer shall ensure and shall procure that its customers ensure that at all times that the Supplier has adequate and suitable access over hard roadways to the Delivery Location and that suitable parking is available. The Customer shall also ensure and procure that its customers ensure a safe environment and a safe delivery environment for delivery of the Goods at the Delivery Location.
- 4.6 The Supplier reserves the right to refuse to make delivery at its option at the Delivery Location to the extent that the Customer has not complied with any of its obligations under this clause 4 and the Supplier shall retain the right at all times to charge any additional costs that it may have incurred in respect of delivery to the Customer.
- 4.7 Delivery of the Goods shall be completed on production of the proof of delivery at the Delivery Location or the Supplier's proof of collection at the Delivery Location.
- 4.8 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.9 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.10 If the Customer or the Customer's customer fails to take or accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- 4.10.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- 4.10.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.11 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.12 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but no rate of adjustment shall be made to the Order Acknowledgement invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 4.13 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. **Quality**

- 5.1 The Supplier warrants that on delivery but not after the laying of the Goods that the Goods shall:
- 5.1.1 conform to all material respects with their description and any applicable Goods Specification;
- 5.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2 Subject to clause 5.3, if:
- 5.2.1 the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2 the Supplier is given 2 days for examining such Goods; and
- 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, replace the defective Goods in whole or in part, or refund the price of the defective Goods in whole or in part.
- 5.3 The Supplier shall not be liable for any defect in the Goods if it is caused by a Force Majeure Event or the Customer's failure to:
- 5.3.1 the Customer or the Customer's customer make any further use of such Goods after giving notice in accordance with clause 5.2;
- 5.3.2 the defect arises because the Customer or the Customer's customer failed to follow the Supplier's oral or written instructions as to the storage, handling, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.3.3 the defect arises as a result of the Supplier following any drawing or design supplied by the Customer;
- 5.3.4 the Customer or the Customer's customer alter or repair such Goods without the written consent of the Supplier or does not inspect the Goods before laying;
- 5.3.5 the Customer or the Customer's customer has laid the Goods;
- 5.3.6 any problems or error made by the Customer in the Goods Specification;
- 5.3.7 the defect arises as a result of fair wear and tear, environmental conditions, wilful damage, negligence, misuse or abnormal storage or working conditions;
- 5.3.8 the defect was brought to the attention of the Customer or the Customer's customer prior to the point of the sale; or
- 5.3.9 the Goods differ from their description and/or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1. At no time shall the Supplier have any liability under this clause 5 (or these Conditions generally) to the Customer's customers.
- 5.5 The Supplier shall have no liability to the Customer whatsoever for any costs (whether direct or indirect) that the Customer may incur as a result of the Customer having engaged employees, consultants, sub-contractors or workmen to install the Goods and who are delayed in such installation because of any discrepancies with the Goods.
- 5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6. **Use and Precautions**

- 6.1 The Goods require the use of protective footwear and gloves when handling. Manual handling of the Goods (which by their nature are heavy) may cause injury and should be avoided. Good lifting practices must be adopted at all times when handling the Goods. Dust and flying fragments may be created when cutting the Goods and protective respiratory and eye equipment must be worn at such times.
- 6.2 The nature of the Goods means they may require a high level of care when using and the Customer agrees and understands that it must follow any safety instructions or handling instructions noted on the packaging of the Goods at all times.
- 6.3 Liability for any failure of the Goods to be delivered under tension to secure wrapping polythene. Appropriate hand and eye protection must be worn when cutting or handling the strapping and packaging. Care should be taken on relaxing or removing the polythene wrap or strapping to ensure items do not fall from the pack.
- 6.4 The Goods and any packaging should be disposed of in accordance with Local Authority requirements for non-hazardous materials.
- 6.5 The Customer shall always follow best health and safety practice when dealing with or handling the Goods and shall procure that its customers are aware of and comply with this clause 6.

7. **Title and risk**

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for:

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#### 7.1 the Goods; and

7.2.2 any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

7.2.3 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

7.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.2; and

7.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7.4 Subject to clause 6.5 the Customer may resell or use the Goods in the ordinary course of its business (but otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

7.4.1 it does so as principal and not as the Supplier's agent; and

7.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

7.4.3 if before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer 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 Supplier may have the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately and the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. **Price and Payment**

8.1 The price of the Goods shall be the price set out in the Order Acknowledgement, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

8.2 The Supplier may, by giving notice to the Customer at any time, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

8.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other production costs and in particular any currency fluctuations);

8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered or type of delivery required; or

8.2.3 any delay caused by any instructions or actions of the Customer or failure of the Customer to give the Supplier adequate or accurate information, access or instructions.

8.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer and the Supplier reserves the rights at all times to charge an additional minimum order charge on any small orders for the Goods.

8.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

8.5 The Customer shall pay the invoice to the Supplier for the Goods on or at any time after the completion of delivery.

8.6 The Customer shall pay the invoice in full and in cleared funds within 20 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

8.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.

8.8 If the Customer fails to make any payment due to the Supplier by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount due to the Supplier by the Customer against any amount payable by the Supplier to the Customer.

9. **Customer's insolvency or incapacity**

9.1 If the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

9.2 The purposes of clause 9.1, the relevant events are:

9.2.1 the Customer 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 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;

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

9.2.3 (being a company) 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 Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

9.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;

9.2.5 a creditor or encumbrance of the Customer 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 of the date of such attachment or process;

9.2.6 (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 Customer;

9.2.7 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

9.2.8 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

9.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.1 to clause 9.2.8 (inclusive);

9.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

9.2.11 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

9.2.12 (being an individual) the Customer 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.

9.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. The Contract shall, expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. **Confidentiality**

10.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that any such employees, agents or subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

11. **Limitation of liability**

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

11.1.2 fraud or fraudulent misrepresentation;

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

11.1.4 defective products under the Consumer Protection Act 1987; or

11.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

11.2 Subject to clause 11.1:

11.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

11.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the maximum value of the Goods.

12. **Force majeure**

12.1 For the purposes of this Contract, A Force Majeure Event means an event beyond the reasonable control, of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, acts 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.

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

12.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

13. **General**

13.1 **Assignment and subcontracting**

13.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

13.1.2 The Customer shall not without the prior written consent of the Supplier assign, transfer, charge, subcontract declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

13.2 **Notices**

13.2.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (if in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, or other next working day commercial courier, service, or by commercial email.

13.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.1; if sent by pre-paid first class post or other next working day delivery service, 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.

13.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 **Severance**

13.3.1 If a provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.3.3 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of 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.

13.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.6 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.7 **Variation.** A waiver of any conditions, or variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

13.8 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.