

1. Interpretation

- 1.1. In these Terms and Conditions, unless inconsistent with the context, the following expressions will have the following meanings:
- 1.2. "Buyer" means the person who buys or agrees to buy Goods or Services from the Company.
- 1.3. "Company" means Stirling Lloyd Polychem Ltd (Company number: 2401575) whose registered office is Union Bank, King Street, Knutsford, Cheshire, WA16 6EF, UK.
- 1.4. "Confidential Information" means all information in respect of the business of the Company, including, but not limited to, know-how, prices or other matters connected with the Goods or Services (which shall include any instructions or procedures, instruction manuals, user guides and other information of a confidential nature which is supplied by the Company in connection with the Goods or Services).
- 1.5. "Contract" means any Contract between the Company and the Buyer for the sale and purchase of the Goods or supply of the Services formed in accordance with Condition 2.
- 1.6. "Delivery Point" means the place where delivery of the Goods is agreed to take place, as set out in the Company's order acknowledgement.
- 1.7. "Goods" means any Goods which the Buyer agrees to purchase from the Company (including any instalment or any part of them) under a Contract.
- 1.8. "Incoterms" means the rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made.
- 1.9. "Intellectual Property Rights" means all intellectual and industrial property rights including but not limited to patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions.
- 1.10. "Services" means any Services which the Company agrees to provide to the Buyer (including any of them or any part of them) under a Contract.
- 1.11. "Service Point" means the place at which the Services are to be performed.
- 1.12. "Specific Delivery" means any goods, which are required to be delivered by a type of vehicle specified by the Buyer.
- 1.13. "Terms and Conditions" means the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Buyer and the Company.
- 1.14. "UK" means the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands save where otherwise provided.
- 1.15. "Working Day" means any day other than a Saturday, Sunday or a public holiday in England.

2. Formation and Incorporation

- 2.1. The Contract incorporates these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract or which are implied by trade, custom, practice or course of dealing.
- 2.2. No variation of these Conditions shall be binding unless agreed in writing by a Director or Company Secretary on behalf of the Company.
- 2.3. Each order or acceptance of a quotation for Goods or Services will be deemed to be an offer by the Buyer to purchase Goods or Services upon these Terms and Conditions. The Contract is formed when the Company sends confirmation that the order is accepted by the Company. Such confirmation will be given in writing. No contract will come into existence until such confirmation has been given by the Company.
- 2.4. The Buyer must ensure that the details of its order and any applicable specification are complete and accurate.
- 2.5. Subject to Condition 6.6, the Buyer cannot cancel the Contract. The Company may cancel the Contract at any time prior to delivery.

3. Description of the Goods

- 3.1. The description of the Goods will be as set out in the Company's price list. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods represented by or described in them.
- 3.2. The Company may make any change to the literature, specification, design, materials or finishes of the Goods which are:
 - 3.2.1. Required to conform with any applicable safety, statutory or regulatory requirement; or
 - 3.2.2. Do not materially affect their quality or performance.
- 3.3. Where samples of goods or colour charts are provided they are only indicative of the class, size or colour of goods quoted for and sales of such goods shall not be by reference to any such samples or colour charts.

4. Prices and Payment

- 4.1. The price of the Goods or Services will be the price set out in the Company's published price list current at the date of the Company's order confirmation. Any discounts allowable to the Buyer are those shown on the Company's order confirmation only and unless otherwise expressly agreed in writing no other discounts or commissions are to become due or allowable to the Buyer (notwithstanding any previous course of dealing).
- 4.2. Except as otherwise stated under the terms of any quotation or any price list of the Company or unless otherwise agreed in writing between the Buyer and the Company all prices are given by the Company exclusive of the costs and charges for transport and insurance of the goods and where the Company agrees to deliver the Goods other than at the Company's premises, the Buyer shall be liable to pay the Company's charges for

- 4.3. transport and insurance, subject to any variation under Condition 4.4. Unless otherwise specified the price and all additional charges are exclusive of any applicable Value Added Tax and any other tax or duties payable by the Buyer which the Buyer shall additionally be liable to pay to the Company at the rate prevailing at the time of delivery.
- 4.4. Carriage within the UK shall be charged as follows:-
 - 4.4.1. Mainland UK (excluding the Scottish Isles, Northern Ireland, Isle of Man and Channel Islands) – orders for Goods where the material value is greater than £3,000 (excluding VAT) will be subject to a standard delivery charge of £40, when delivered by normal routing to a single address. Material order values are exclusive of any costs of carriage. Special routing, deliveries at weekends, Bank holiday and timed deliveries may be subject to additional charges. The full cost of carriage is applied to orders where the material value is below £3,000 (excluding VAT).
 - 4.4.2. Non-mainland UK orders for Goods may be subject to additional delivery charges which shall be advised as incurred whether before or after delivery of an order confirmation.
- 4.5. The Company may invoice the Buyer for the price of the Goods and Services and any other sum due hereunder on or at any time after delivery of the Goods, or in the case of the Services on or at any time after performance commences. If the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, the Company may invoice the Buyer for the price of the Goods at any time after the Company has notified the Buyer that the Goods are ready for collection or the Company has tendered delivery of the Goods (as the case may be) and provided further that in the case of non-account holding Buyers the Company may submit an invoice for the Goods Services and additional charges on acceptance of order.
- 4.6. In the case of UK sales, payment of invoices, unless otherwise agreed in writing by a Director of the Company are due in pounds sterling, no later than the 20th day of the month following the month of invoice or delivery of Goods, or for the Services on or at any time after performance commences, or upon termination of the Contract, whichever occurs first.
 - 4.6.1. Condition 8 applies to payment for non UK sales; and
 - 4.6.2. In the case of UK non-account holding customers, invoices shall be payable on a pro forma basis not later than the commencement of delivery unless otherwise agreed in writing by a Director of the Company.
- 4.7. All payments to be made by the Buyer under the Contract will be made in full without any set-off, deduction or counterclaim and subject to no restriction or condition.
- 4.8. No payment will be deemed to have been received until the Company has received cleared funds.
- 4.9. If any sum payable under the Contract is not paid when due, then without prejudice to the Company's other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgement, at 4 (four) per cent per annum over the Bank of England base rate from time to time and the Company will be entitled to suspend deliveries of the Goods or performance of the Services under any Contract until the outstanding amount has been received.

5. Instalments

- 5.1. The Company may deliver the Goods by separate instalments. Each instalment will be a separate Contract and no cancellation or termination of any one Contract relating to an instalment will entitle the Buyer to repudiate or cancel any other Contract or instalment unless otherwise notified by the Company. Each separate instalment will be invoiced and paid for in accordance with the provisions of the Contract.

6. Delivery

- 6.1. Delivery of the Goods within the mainland UK will be in accordance with this Condition 6.
- 6.2. Delivery of the Goods to Northern Ireland, the Scottish Isles, the Channel Islands or the Isle of Man will be made in accordance with this clause 6 with such variations as may be agreed in the order confirmation.
- 6.3. Delivery of the Goods not subject to Conditions 6.1 or 6.2 will be made in accordance with the Incoterms 2010 rule specified in the Company's order confirmation.
- 6.4. The Company shall be entitled to deliver Goods supplied pursuant to any order by the Buyer on any Working Day during normal working hours after the period for delivery has commenced. Delivery of the Goods will be accepted at any time of day in accordance with the Contract. At the sole discretion of the Company, deliveries at specified times may be agreed in certain circumstances. Such deliveries may be subject to an additional charge being raised by the Company. If the Buyer refuses or fails to take delivery of Goods tendered in accordance with the contract or fails to take any action necessary on its part for delivery and/or shipment of Goods, or provide any necessary documents, the Goods will be deemed to have been delivered and the Company, without prejudice to its other rights, may at its option:
 - 6.4.1. store or arrange for storage of the Goods until actual delivery or sale and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or
 - 6.4.2. following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price under the Contract.
- 6.5. Any additional costs incurred by the Company arising from the failure by the Buyer to comply in all respects with its obligations relating to delivery shall be paid to the Company by the Buyer immediately on presentation of an invoice.
- 6.6. The Company will use reasonable endeavours to deliver and/or perform each of the Buyer's orders within the lead times mentioned in any quotation, acknowledgement of order or elsewhere, but the time of the delivery and/or performance will not be of the essence. If despite those endeavours, the Company is unable for any reason to fulfil any delivery and/or performance

- on the specified date, the Company will be deemed not to be in breach of the Contract, nor (for the avoidance of doubt) will the Company have any liability to the Buyer for direct, indirect or consequential loss (all of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery and/or performance except as set out in this condition. Any delay in delivery and/or performance will not entitle the Buyer to cancel the order unless and until the Buyer has given 10 (ten) Working Days' written notice to the Company requiring the delivery and/or performance to be made and the Company has not fulfilled the delivery and/or performance within that period. If the Buyer cancels the order in accordance with this Condition 6.6 then:
- 6.6.1. the Company will refund to the Buyer any sums which the Buyer has paid to the Company in respect of that order or part of the order which has been cancelled; and
 - 6.6.2. the Buyer will be under no liability to make any further payments under Condition 4 in respect of that order or part of the order which has been cancelled.
 - 6.7. Delivery of the goods will be made by the Buyer collecting the Goods at the Company's premises within a reasonable time after the Company has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place provided that in that case the Company's obligation shall be to deliver as near to the place of delivery as a safe hard road permits and the Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for off-loading the Goods.
 - 6.8. The Company shall be deemed to have fulfilled its contractual obligations in respect of any delivery although the quantity may be up to 5% more or less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered.
 - 6.9. The Services will be performed at the Service Point.
 - 6.10. The type of vehicle used to deliver the goods will be at the discretion of the Company.
 - 6.11. Any change required by the Buyer to the delivery vehicle selected by the Company to deliver the goods will constitute a Specific Delivery. The Buyer will incur any additional costs for a Specific Delivery.
 - 6.12. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 7. Title and Risk**
- 7.1. Risk of damage to or loss of the Goods will pass to the Buyer in accordance with Condition 6.
 - 7.2. Ownership of the Goods will not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods; and all other sums which are or which become due to the Company from the Buyer for Services provided in connection with the Goods or an additional charges relating to them.
 - 7.3. Until ownership of the Goods has passed to the Buyer, the Buyer must:
 - 7.3.1. hold the Goods on a fiduciary basis as the Company's bailee;
 - 7.3.2. store the Goods (at no cost to the Company) in such a way that they remain readily identifiable as the Company's property;
 - 7.3.3. not destroy, deface or obscure any identifying mark, or packaging on or relating to the Goods; and
 - 7.3.4. maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company, and will whenever requested by the Company produce a copy of the policy of insurance.
 - 7.4. The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
 - 7.4.1. any sale will be effected in the ordinary course of the Buyer's business at full market value and the Buyer will account to the Company accordingly; and
 - 7.4.2. Any such sale will be a sale of the Company's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale.
 - 7.5. The Buyer's right to possession of the Goods will terminate immediately if any of the circumstances set out in Condition 11.1 occur.
 - 7.6. The Company will be entitled to recover payment for the Goods notwithstanding that title in any of the Goods has not passed from the Company.
 - 7.7. The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
 - 7.8. Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer will be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
 - 7.9. On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this Condition 7 will remain in effect.
- 8. Export Sales**
- 8.1. Where Goods are supplied for export from the UK, this Condition 8 will (subject to any special terms agreed in writing between the Buyer and the Company) apply notwithstanding any other provision of these Terms and Conditions. In the event of any inconsistency the provisions of this clause will prevail.
 - 8.2. In the case of Export Sales the applicable Incoterms rule specified in the Company's order confirmation will apply in substitution for the relevant provision in these Terms and Conditions.
 - 8.3. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by Incoterms shall have the same meaning in these Conditions.
 - 8.4. Payment of sums due on non UK sales shall (unless otherwise specified) be by direct credit transfer to the bank account specified in the Company's order confirmation and in the currency so specified.
- 8.5. If specified in the Company's order confirmation, payment of all amounts due to the Company shall be secured by an irrevocable letter of credit, satisfactory to the Company established by the Buyer in favour of the Company, immediately upon receipt of the Company's acknowledgement of order and confirmed by a United Kingdom bank acceptable to the Company. The letter of credit shall be for the contract price inclusive of any tax or duty payable by the Buyer and shall be valid for at least 6 months or such longer period as shall have been estimated by the Company for delivery. The Company shall be entitled to payment on presentation to such United Kingdom bank of the documents specified by the Company or as herein stipulated.
 - 8.6. Section 32(2) of the Sales of Goods Act 1979 shall not apply. The Company shall not be required to give the Buyer the Notice specified in Section 32(3) of that act.
- 9. Liability**
- 9.1. The Company will not be liable to the Buyer:
 - 9.1.1. for shortages in quantity delivered unless the Buyer notifies the Company of any claim for short delivery within 48 hours of the delivery of the Goods;
 - 9.1.2. for damage to or loss of the Goods or any part thereof in transit (where the Goods are carried by the Company's own transport or by a carrier on behalf of the Company) unless the Buyer notifies the Company of any such claim within 48 hours of receipt of the Goods or the scheduled date of delivery whichever shall be the earlier followed by a complete claim in writing within seven days of the date of advice of despatch;
 - 9.1.3. for defects in the Goods caused by fair wear and tear, abnormal conditions of storage or abnormal working conditions, wilful damage, negligence, failure to follow the Company's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Company's prior written approval, or where the Goods have been improperly installed.
 - 9.1.4. for other defects or suspected defects in the Goods unless notified to the Company within 28 days of delivery.
 - 9.2. Where liability is accepted by the Company under Condition 9.1 the Company's only obligation will be at its option to make good any shortage or non-delivery and/or as appropriate to replace or repair any of the Goods found to be damaged or defective and/or to refund the cost of such Goods to the Buyer.
 - 9.3. Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability. Subject to the foregoing the Company shall under no circumstances whatever be liable to the Buyer, 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 the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods comprised in the Contract and in respect of which such liability arose.
 - 9.4. The Company's prices are determined on the basis of the limits of liability set out in this Condition 9. The Buyer may by written notice to the Company request the Company to agree a higher limit of liability provided insurance cover can be obtained therefore. The Company will effect insurance up to such limit and the Buyer shall pay upon demand the amount of any and all premiums. The Buyer will disclose such information as the insurers will require. In no case will the Buyer be entitled to recover from the Company more than the amount actually received by the Company from the insurers.
 - 9.5. The Company will not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the Goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Company's reasonable control including but not limited to Act of God, war, riot, industrial disputes, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, explosion, an act of terrorism and national emergencies, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of the Goods or of raw materials therefore by the Company's normal source of supply or the manufacture of the Goods by the Company's normal means or the delivery of the Goods by the Company's normal route or means of delivery. If due to such circumstances or events the Company has insufficient stocks to meet all its commitments, the Company may apportion available stocks between its customers at its sole discretion.
- 10. Third Party Intellectual Property Rights**
- 10.1. The Buyer shall indemnify the Company against any and all liabilities, claims and costs incurred by or made against the Company as a direct or indirect result of the carrying out of any work required to be done or to the Goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party.
 - 10.2. The Company shall have no liability to the Buyer in the event of the Goods infringing or being alleged to infringe the rights of any third party. In the event that the Goods are or may be the subject of third party rights the Company shall be obliged to the Buyer only such title as the Company may have.
 - 10.3. The Buyer shall notify the Company forthwith of any claim made or action brought or threatened alleging infringement of the rights of any third party. The Company will have control over and will conduct any such proceedings in such manner as it shall determine. The Buyer will provide all such reasonable assistance in connection therewith as the Company may request. The cost of any such proceedings will be borne in such proportions as the party will determine.

11. Termination

- 11.1. If the Buyer becomes subject to any of the events listed below, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer. The relevant events are:
- 11.1.1. the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 11.1.2. the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 11.1.3. (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 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;
- 11.1.4. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- 11.1.5. (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- 11.1.6. a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- 11.1.7. (being an individual) the Buyer is the subject of a bankruptcy petition or order;
- 11.1.8. 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;
- 11.1.9. any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned;
- 11.1.10. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- 11.1.11. the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- 11.1.12. (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 11.2. Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed, or the Company reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under the Contract on the due date for payment or is otherwise in breach of contract.
- 11.3. On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest notwithstanding any provision to the contrary.
- 11.4. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 11.5. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12. Return of Goods

- 12.1. All returns are at the Company's sole discretion.

13. Intellectual Property

- 13.1. No right or licence is granted to the Buyer in respect of the Intellectual Property Rights of the Company, except the right to use, or re-sell the Goods in the Buyer's ordinary course of business.
- 13.2. The Buyer will not without the Company's prior consent allow any trademarks of the Company or other words or marks applied to the Goods to be obliterated, obscured or omitted nor will it add any additional marks or words to the Goods.

14. General

- 14.1. If any licence or any consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods by the Buyer, the Buyer shall obtain the same at its own expense and if necessary produce evidence of the same to the Company on demand. Failure so to do shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Company resulting from such failure shall be for the Buyer's account.
- 14.2. Time for performance of all obligations of the Buyer is of the essence. Time for performance of all obligations of the Company is not of the essence.
- 14.3. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 14.4. If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will to the extent required, be severed from the Contract and will be ineffective, without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
- 14.5. No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
- 14.6. The Contract is personal to the Buyer which may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.
- 14.7. The Contract contains all the terms which the Company and the Buyer have agreed in relation to the Goods and/or Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods and/or Services. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
- 14.8. The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 14.9. Any notice in connection with the Contract will be in writing addressed to the other party at its registered office, or principal place of business or at its last known address and will be delivered by hand, or first class or special delivery post, Airmail, facsimile transmission or email. The notice will be deemed to have been duly served, if delivered by hand when left at the proper address for service or if made by pre-paid, first class post or special delivery post, 48 hours after being posted or in the case of Airmail, 14 days after being posted, or if made by facsimile transmission or email shall, on the date of despatch. Where service would fall on a non-Working Day then service shall be deemed to fall on the next succeeding Working Day.
- 14.10. The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the Contract. The parties agree to submit to that jurisdiction.
- 14.11. The Buyer will keep confidential any and all Confidential Information that it may acquire from the Company. The Buyer will not use the Confidential Information for any purpose other than to perform its obligations under the Contract. The Buyer will ensure that its officers and employees comply with the provisions of this Condition. The obligations on the Buyer set out in this Condition will not apply to any information which is publicly available or becomes publicly available through no act or omission of the Buyer or if the Buyer is required to disclose by order of a court of competent jurisdiction.