

# Precision Moulded Products (Essex) Ltd

## TERMS and CONDITIONS of SALE

1. **GENERAL FORMATION OF CONTRACT**
  - 1.1 All orders and contracts for goods and services shall be subject to these conditions to the exclusion of all terms contained in, deduced with, or endorsed on the Customer's purchase order, confirmation of order, specification or other document issued by the Customer.
  - 1.2 THE CUSTOMER'S ATTENTION IS DRAWN PARTICULARLY TO CLAUSES 12.2 TO 12.5 BELOW
  - 1.3 Each order or acceptance of a quotation by the Customer from the Company shall be deemed to be an offer by the Customer to purchase goods subject to these conditions
  - 1.4 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the goods to the Customer
2. **QUOTATIONS**

All quotations are based on current rates for labour, materials and overheads. Quotations shall be valid for 30 days from the date upon which they were given, after which period they are subject to confirmation.
3. **DESIGN ASSISTANCE**
  - 3.1 The Customer agrees to indemnify the Company against all claims for damages or costs and against all liability in respect of assistance with component and tooling design and specifications.
  - 3.2 Where the Company advises the Customer on matters of component and tooling design and specification the Customer remains the design authority and shall satisfy itself that such designs and specifications will be fit for the Customer's intended purpose whether or not the intended purpose and requirements were communicated to the Company.
  - 3.3 Intellectual property rights in any component, tooling or moulding design carried out by the Company on the instruction of the Customer, whether or not to the Customer's specification, shall vest in the Company until payment for all sums of whatever nature due to the Company from the Customer has been made in full in cleared funds, whereupon the intellectual property rights shall pass to the customer
4. **CUSTOMER'S GOODS AND TOOLING**
  - 4.1 Subject to clause 12.4 the Company shall not be responsible for any loss or damage to the Customer's goods and tooling, however caused (including fire, explosion, accident, negligence, error, defective workmanship and any acts or omissions etc.) whether or not caused in fulfilment of contract.
  - 4.2 Whilst in the Company's possession or that of a sub-contractor or in transit, all Customer's goods and tooling are all at the Customer's risk in all respects.
5. **PATENTS AND DESIGN**
  - 5.1 The Customer shall indemnify the Company against any claims for damages or costs and against all liability in respect of any infringement of patent right, registered design right, copyright or other third party industrial intellectual property rights resulting from the Company's compliance with the Customer's instructions expressed or implied.
  - 5.2 Intellectual property rights in any component, artwork or data files warrants that they are entitled to the benefit of those designs etc.
  - 5.3 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any description or illustration contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the contract and this is not a sale by sample.
6. **CUSTOMER'S FREE ISSUE RAW MATERIAL**

The Company will not be responsible for replacement of rejected parts made using Customer's materials unless the Company has specifically so agreed in writing in advance.
7. **PAYMENT**
  - 7.1 Payment is due 30 days from the end of the month in which the invoice is dated unless otherwise agreed in writing. All prices quoted and invoices are strictly net of VAT and other taxes or levies unless otherwise stated.
  - 7.2 The Company shall be entitled to charge interest on any sums not so paid. Such interest shall be calculated on a day to day basis on the amount outstanding from the due date of payment at a rate of 4% in excess of the highest rate at which Barclays plc base lending rate stood at any time within which the debt remained unpaid.
  - 7.3 The Company shall be entitled to charge any costs involved in debt collection of overdue amounts.
  - 7.4 The Customer shall not be entitled to withhold payment of any sums due to the Company by reason of any disputed claim of the buyer for defective goods or alleged breach of contract by the Company unless such claims have been notified to the Company pursuant to clause 11 of these conditions.
  - 7.5 No deductions shall be made by the Customer by way of any set off or counter claim however arising.
  - 7.6 Time for payment shall be of the essence.
8. **DELIVERY**
  - 8.1 The Company sells ex-works; the delivery and packing are to the Customer's individual requirements and will be charged accordingly.
  - 8.2 Delivery terms are quoted subject to confirmation after receipt of order and are subject to raw material supply.
  - 8.3 Whilst the Company will make reasonable efforts to comply with the quoted rate or time of delivery, time of deliveries is not of the essence in this contract and the Company shall not be liable for any penalty, loss, injury, damage or expense directly or indirectly consequent upon any delay or any failure in delivery or performance by the Company or its agents or servants from and cause whatsoever nor shall such delay entitle the purchaser to cancel any order, refuse to accept or repudiate any contract for work to be done.
  - 8.4 Unless otherwise agreed in writing by the Company, and subject to the provisions of clause 9 below, delivery of the goods shall take place at the Company's place of business
  - 8.5 If for any reason the Customer fails to accept delivery of any of the goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
    - (a) risk in the goods shall pass to the Customer;
    - (b) the goods shall be deemed to have been delivered;
    - (c) the Company may store the goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance)
9. **EXPORT**

The liability for loss or damage in transit outside the UK is as per the terms of the contract using 'Incoterms 2000' as the standardised interpretation of the expression for CIF contracts or FOB contracts.
10. **FORCE MAJEURE**

If events beyond the reasonable control of either party (including without limitation to the generality of the foregoing words, force majeure, war, act of terrorism, riot, strikes, lockouts, act of God, storm, fire, earthquake, explosion, flood, trade disputes, shortage of raw materials or supplier and Government action) prevent or hinder the provision of services or the manufacture, delivery or acceptance of the goods, delivery or service may be suspended in whole or in part and the affected party shall immediately give notice in writing thereof to the other party. Suspension of delivery or service shall continue so long as manufacture, delivery or acceptance of goods or provisions or the services is so prevented or hindered, and the original time for delivery or service shall be extended by the period of any such suspension. If such suspension continues for longer than 90 days in respect of any goods or services either party shall have the option to terminate the contract with regard to such goods or services. Neither party shall be liable for any loss caused to the other party by such suspension or termination except that where the Company has incurred expenditure due to the special nature of the Customer's order the Company shall be reimbursed such expenditure.
11. **CLAIMS**

Any claims of whatever nature arising out of this contract (including the warranty contained in clause 12 below) shall be waived by the Customer unless:
  - (a) it notifies both the Company and the carrier (if any).
    - in the event of damage - within 3 working days of delivery
    - in the event of part or whole non-delivery - within 10 working days of Delivery Note date.
    - in the event of parts to be rejected - within 10 working days of Delivery Note date.
  - (b) ceases to make any further use of such goods after giving the notice referred to in (a) above.
12. **WARRANTY AND LIMITATION OF LIABILITY**
  - 12.1 The Company warrants the goods specified on the face hereof against defective materials and faulty workmanship. All other warranties or conditions, statutory or otherwise, are specifically excluded to the extent allowed by law.
  - 12.2 Subject to conditions 4.1, 8.3 and condition 12.1, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
    - (a) any breach of these conditions
    - (b) any use made or resale by the Customer of any of the goods, or of any product incorporating any of the goods; and
    - (c) any representation, statement or tedious act or omission including negligence arising under or in connection with the contract
  - 12.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.
  - 12.4 Nothing in these conditions excludes or limits the liability of the Company:
    - (a) for death or personal injury caused by the Company's negligence; or
    - (b) under section 2(3), Consumer Protection Act 1987; or
    - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
    - (d) for fraud or fraudulent misrepresentation
  - 12.5 Subject to condition 12.3 and condition 12.4:
    - (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price; and
    - (b) the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.
13. **TITLE AND RISK**
  - 13.1 Subject to clause 8.4, until full payment has been received by the Company for all goods or services whatsoever supplied at any time by the Company to the Customer the following terms apply:
    - (a) property in the goods shall remain in the Company
    - (b) the Customer shall store the goods in such a way that they can be readily identified as the property of the Company
    - (c) if the Customer sells the goods in the ordinary course of business the proceeds of the sale shall be the property of and held in trust for the Company in a separate account
    - (d) the Customer shall not to destroy, deface or obscure identifying mark or packaging.
    - (e) if a Customer is in default for longer than 14 days in the payment of any sum whatsoever due to the Company or if any bill of exchange, cheque or other negotiable instrument drawn or accepted or endorsed by the Customer in favour of the Company is dishonoured on presentation for payment or if a receiver or administrator is appointed over any of the assets or the undertaking of the Customer or the Customer goes into voluntary liquidation otherwise than for the purpose of reconstruction or amalgamation or causes a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy, the Customer shall place the goods at the disposal of the Company who shall be entitled to enter upon the premises of the Customer for the purpose of removing such goods from the premises.
  - 13.2 Where payment is made by cheque the Company shall not be deemed to have received payment until the cheque has been cleared.
  - 13.3 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where goods are or may be stored in order to inspect them or, where a Customer's right to possession has terminated, to recover them.
  - 13.4 Notwithstanding the foregoing, risk in the goods shall pass to the Customer on delivery.
14. **REPLACEMENT OF GOODS**

The Company reserves the right to replace with sound goods any goods found to be defective by reason of materials or workmanship.
15. **RETURN OF GOODS**

The Company reserves the right to refuse the return of goods unless written notification of shortages or dispute is made by the Customer to the Company within ten working days of receipt by the Customer.
16. **ORDERS AND SPECIFICATIONS**
  - 16.1 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order including all applicable specifications submitted by the Customer for giving the Company any necessary information relating to the goods within a sufficient time to enable the Company to perform the contract in accordance with its terms and for detailing any delivery instructions
  - 16.2 The Company reserves the right to make any changes to the Customer's specification of the goods which are required to conform with any applicable safety or other statutory requirements
  - 16.3 Where changes are made to the Customer's specification the Company shall notify the Customer who shall either provide a new specification or permit the Company to proceed with the manufacture of the goods in accordance with the Company's changes
  - 16.4 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including the cost of all labour and materials used) damages charges and expenses incurred by the Company as a result of cancellation
17. **QUANTITY**

The Company shall be deemed to have fulfilled the contract if the goods delivered are within a tolerance of 10 percent above or below the quantity ordered.
18. **SUB-CONTRACTING**

The Company reserves the right to sub-contract any order in whole or in part, and these terms shall apply notwithstanding that the Company may have sub-contracted.
19. **CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008**

Where any trade description or other indication or representation is applied to any goods at the Customer's request the Customer warrants that the same will be true and accurate in all respects and that the supply or offer supply of any such goods will not give rise to an offence by the Company under the Consumer Protection From Unfair Trading Regulations 2008. The Customer shall keep the Company fully indemnified against breach of the foregoing warranty.
20. **THE DATA PROTECTION ACT 1998 ("the Act")**

The Company may transfer personal data about the Customer to the Company's bankers or financiers for the purposes of providing services and for the purposes of obtaining credit insurance, banking credit reference agency searches, credit control, assessment and analysis (including credit scoring, market, product and statistical analyses), securitisation and protecting the Company's interests. The Company shall provide details of its bankers/financiers and any credit reference agencies to whom personal data (as defined in the Act) are transferred upon request by any Customer whose personal data are so transferred.
21. **DEFAULT**

In the event of default in payment of any monies from the Customer, or should the Customer go into liquidation or become subject to other insolvency proceedings, the Company may at its option stop work upon any order from the Customer then in hand and shall accept no liability in respect of such stoppage. The Company reserves a general lien on any materials, patterns and any other property of the Customer in its possession for all monies due or accruing due from the Customer on any account.
22. **NOTICES**

Any notice given to the Customer may be given by posting the same by first class post to the address of the Customer last known to the Company and shall be deemed to have been served 24 hours after posting.
23. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
24. **JURISDICTION**

The contract shall win all respects be considered as an English Contract and in conformity with English Law and all disputes shall be decided by the English Courts.

# Precision Moulded Products(Essex) Ltd

## TERMS and CONDITIONS of PURCHASE

1. **INTERPRETATION**
  - 1.1 The definitions and rules of interpretation in this condition apply in these conditions.  
**Company:** Precision Moulded Products (Essex) Limited, company number 1342732, whose registered office is at Riclyn House, Fitch Industrial Estate, Great Dunmow, Essex CM6 1XJ.  
**Contract:** the Order and the Seller's acceptance of the Order.  
**Goods:** any goods agreed in the Contract to be bought by the Company from the Seller (including any part or parts of them).  
**Order:** the Company's written instruction to buy the Goods, incorporating these conditions.  
**Seller:** the person, firm or company who accepts the Company's Order.
2. **APPLICATION OF TERMS**
  - 2.1 These conditions are the only conditions upon which the Company is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions.
  - 2.2 Each Order for Goods by the Company from the Seller shall be deemed to be an offer by the Company to buy Goods subject to these conditions and no Order shall be accepted until the Seller either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
  - 2.3 No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.
3. **QUALITY AND DEFECTS**
  - 3.1 The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order and specification and/or patterns supplied or advised by the Company to the Seller.
  - 3.2 The Company's rights under these conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979.
  - 3.3 At any time prior to delivery of the Goods to the Company the Company shall have the right to inspect and test the Goods at all times.
  - 3.4 If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by the Company to the Seller, the Company shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection.
  - 3.5 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.
  - 3.6 If any of the Goods fail to comply with the provisions set out in condition 3 the Company shall be entitled to avail itself of any one or more remedies listed in condition 4.
  - 3.7 The Seller shall not engage the services of any third party to manufacture or supply the Goods or any part of them without the prior written consent of the Company.
4. **INDEMNITY**

The Seller shall keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:

  - (a) defective workmanship, quality or materials;
  - (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods; and
  - (c) any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller.
5. **DELIVERY**
  - 5.1 The Goods shall be delivered, carriage paid, to the Company's place of business or to such other place of delivery as is agreed by the Company in writing prior to delivery of the Goods. The Seller shall off-load the Goods at its own risk as directed by the Company.
  - 5.2 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order.
  - 5.3 The Seller shall invoice the Company upon, but separately from, despatch of the Goods to the Company.
  - 5.4 The Seller shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
  - 5.5 Time for delivery shall be of the essence.
  - 5.6 Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company in normal business hours.
  - 5.7 If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Company reserves the right to:
    - (a) cancel the Contract in whole or in part;
    - (b) refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
    - (c) recover from the Seller any expenditure reasonably incurred by the Company in obtaining the Goods in substitution from another supplier; and
    - (d) claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's failure to deliver the Goods on the due date.
  - 5.8 If the Seller requires the Company to return any packaging material to the Seller that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material shall only be returned to the Seller at the cost of the Seller.
  - 5.9 Where the Company agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
  - 5.10 If the Goods are delivered to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.
  - 5.11 The Company shall not be deemed to have accepted the Goods until it has had 14 days to inspect them following delivery. The Company shall also have the right to reject the Goods as though they had not been accepted for 14 days after any latent defect in the Goods has become apparent.
6. **RISK/PROPERTY**

The Goods shall remain at the risk of the Seller until delivery to the Company is complete (including off-loading and stacking) when ownership of the Goods shall pass to the Company.
7. **PRICE**
  - 7.1 The price of the Goods shall be stated in the Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax but inclusive of all other charges.
  - 7.2 No variation in the price nor extra charges shall be accepted by the Company.
8. **PAIDMENT**
  - 8.1 The Company shall pay the price of the Goods within 60 days of the end of the month of invoice, but time for payment shall not be of the essence of the Contract.
  - 8.2 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Seller to the Company against any amount payable by the Company to the Seller.
9. **CONFIDENTIALITY**

The Seller 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 Seller by the Company or its agents and any other confidential information concerning the Company's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.
10. **THE COMPANY'S PROPERTY**
  - 10.1 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Company to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods ("Company Property") shall at all times be and remain the exclusive property of the Company but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions, nor shall such items be used otherwise than as authorised by the Company in writing.
  - 10.2 The Seller shall keep any Company Property insured on the Company's behalf for the full price against all risks to the reasonable satisfaction of the Company. On request the Seller shall produce the policy of insurance to the Company.
11. **TERMINATION**
  - 11.1 The Company shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Company shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
  - 11.2 The Company shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:
    - (a) the Seller commits a material breach of any of the terms and conditions of the Contract; or
    - (b) any distress, execution or other process is levied upon any of the assets of the Seller; or
    - (c) the Seller has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or
    - (d) the Seller ceases or threatens to cease to carry on its business; or
    - (e) the financial position of the Seller deteriorates to such an extent that in the opinion of the Company the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.
  - 11.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.
12. **REMEDIES**

Without prejudice to any other right or remedy which the Company may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Company:

  - (a) to rescind the Order;
  - (b) to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
  - (c) at the Company's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
  - (d) to refuse to accept any further deliveries of the Goods but without any liability to the Seller;
  - (e) to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and
  - (f) to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.
13. **ASSIGNMENT**
  - 13.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
  - 13.2 The Company may assign the Contract or any part of it to any person, firm or company.
14. **FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
15. **GENERAL**
  - 15.1 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.
  - 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
  - 15.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
  - 15.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
  - 15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
  - 15.6 This 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 submit to the exclusive jurisdiction of the English courts.
  - 15.7 In the event of any conflict between the provisions of the Order and these conditions, the provisions of the Order shall prevail.