

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS & SERVICES (CONTRACT AND HOSPITALITY)

The buyer's attention is in particular drawn to the provisions of condition 11.

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer: the firm or company who purchases the Goods from the Company.

Collection: the collection of the Goods from the Company's place of business by the Buyer or its agent.

Company: G.B. Lighting Limited t/a Heathfield & Co

Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

Delivery: the delivery of the Goods by the Company to the Delivery Point.

Delivery Point: the place specified by the Buyer where Delivery or Collection of the Goods is to take place under condition 4.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them). A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

Services: any services agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them)

Force Majeure Event: has the meaning given in condition 13.

1.2 Words in the singular include the plural and in the plural include the singular.

1.3 A reference to one gender includes a reference to the other gender.

1.4 Condition headings do not affect the interpretation of these conditions.

2 APPLICATION OF TERMS

2.1 The Contract shall be on these conditions to the exclusion of all other terms and conditions that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

2.3 Orders will not be accepted against Budgetary Quotations.

2.4 Each order or acceptance of a formal quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions. The Buyer shall be responsible for ensuring that the terms of its order are complete and accurate.

2.5 No order placed by the Buyer 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 Buyer, at which point the Contract shall come into existence.

2.6 An accepted order may only be cancelled or varied with the Company's consent.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Unless specifically stipulated in writing on the quotation, any quotation is valid for a period of 30 Business Days only from its date, provided that the Company has not previously withdrawn it.

3 DESCRIPTION

3.1 The quantity and description of the Goods shall be as set out in the Company's specification attached to the quotation or acknowledgement of order. The Buyer shall satisfy itself that the specification is correct and accurately describes its requirements. The Company reserves the right to amend the specification of the Goods if required by applicable statutory or regulatory requirements.

- 3.2 Whilst the Company takes every precaution in the preparation of its catalogues, technical circulars, price lists and its other literature these documents are for the Buyer's general guidance only, for giving an approximate idea of the Goods described in them, and shall not constitute representations by the Company and shall not form part of the Contract.

4 DELIVERY/COLLECTION

- 4.1 Despatch of the Goods shall take place by the Company delivering them to, or the Buyer or its agent collecting them from, the Delivery Point, whichever is agreed between the parties.
- 4.2 Delivery of the Goods to the Delivery Point shall be at the Buyer's expense unless otherwise stated by the Company.
- 4.3 The Buyer shall provide at the Delivery Point at the time of Delivery or Collection and at its expense, adequate and appropriate equipment and manual labour for unloading or loading the Goods. In doing so, the Buyer shall not cause any delay to the Company.
- 4.4 If the Company is delivering the Goods, any dates specified by the Company for Delivery of the Goods are intended to be an estimate and time for Delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.5 If the Buyer is collecting the Goods, Collection must take place within 3 Business Days of the Company notifying the Buyer that the Goods are ready. Time of Collection is of the essence.
- 4.6 If for any reason the Buyer fails to accept Delivery of any of the Goods when they are ready for Delivery, or fails to collect the Goods when they are ready for Collection in accordance with the timescale in condition 4.5, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences authorisations or appropriate equipment and manual labour for unloading the Goods:
- 4.6.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - 4.6.2 the Goods shall be deemed to have been delivered or collected;
 - 4.6.3 the Company may store the Goods until Delivery or Collection, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and
 - 4.6.4 the payments due under the Contract shall not be delayed.
- 4.7 If 10 Business Days after the day on which the Buyer fails to accept Delivery of the Goods, or fails to collect the Goods when they are ready for Collection in accordance with the timescale in condition 4.5, the Buyer has not accepted or taken the Goods, the Company may resell or otherwise dispose of part or all of the Goods and after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
- 4.8 The Company may deliver the Goods or the Buyer or its agent may, if agreed with the Company, collect the Goods, by separate instalments which shall be invoiced and paid for separately. Each instalment shall be a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

5 NON-DELIVERY

- 5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within five (5) Business Days of the date when the Goods would in the ordinary course of events have been received.
- 5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6 RISK/TITLE

- 6.1 The Goods are at the risk of the Buyer from the time of Delivery or Collection, subject to condition 4.6
- 6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (cleared funds) all sums due to it in respect of:

- 6.2.1 the Goods; and
- 6.2.2 all other sums which are or which become due to the Company from the Buyer on any account.

6.3 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- 6.3.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value and the Buyer shall hold such part of the proceeds of sale as represents the amount owed by the Buyer to the Company on behalf of the Company and the Buyer shall account to the Company accordingly; and
- 6.3.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.4 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- 6.4.1 hold the Goods on a fiduciary basis as the Company's Bailee;
- 6.4.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- 6.4.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.4.4 (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and
- 6.4.5 (e) give the Company such information relating to the Goods as the Company may require from time to time, but the Buyer may resell or use the Goods in accordance with condition 6.3.

6.5 The Buyer's right to possession of the Goods shall terminate immediately if, before ownership to the Goods passes to the Buyer,:

- 6.5.1 the Buyer becomes subject to any of the events listed in condition 10.2; or
- 6.5.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer; or
- 6.5.3 the Buyer encumbers or in any way charges any of the Goods.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 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 (provided that the Goods have not been resold or irrevocably incorporated into another product).

6.8 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 shall 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.

6.9 The risk in any goods sold for export outside the UK passes to the Buyer upon receipt of the goods by the Buyer or his shipping agent and the Buyer shall indemnify the Company against any consequences of any breach of foreign laws, regulations or licensing requirements in relation to the goods supplied.

6.10 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7 PRICE

7.1 Subject to condition 2.6, the price for the Goods shall be the price set out in the quotation. If no quotation is given, or a quotation is no longer valid, the price for the Goods shall be the price set out in the Company's price list published on the date of Delivery or Collection or deemed delivery or collection.

7.2 The Company may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:-

- 7.2.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 7.2.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered;
- 7.2.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions; and
- 7.2.4 any failure of the Buyer to comply with any other provision of these conditions for which it is responsible.

- 7.3 The price for the Goods or Services shall be exclusive of any value-added tax (VAT).
- 7.4 UK VAT will be charged on all orders for Goods or Services unless the Buyer supplies evidence to the Company's satisfaction that:
- 7.4.1 The supply is zero-rated or exempt; or
 - 7.4.2 The Buyer is VAT registered in the European Union and that the relevant export requirements imposed by HMRC at the time have been met; or
 - 7.4.3 The Buyer uses an approved shipping agent for export abroad and the Company receives a satisfactory Certificate of Shipment.

8 PAYMENT

- 8.1 The Buyer shall be invoiced for the Goods on, or at any time after, the completion, or part thereof, of Manufacture, Delivery or Collection or Installation.
- 8.2 Where Manufacture, Delivery or Collection is by instalments, the Buyer shall be invoiced for each separate instalment on or at any time after the completion of each instalment.
- 8.3 Depending on the nature of the Goods and the duration of the Contract, the Company reserves the right to require a deposit with the order and the Buyer may be sent an invoice on receipt of the order and on each agreed stage.
- 8.4 Where credit terms have been agreed, and subject to clause 8.8, the Buyer shall pay each invoice submitted to it by the Company within 30 calendar Days of receipt of the invoice. Time for payment shall be of the essence.
- 8.5 Payment may be made bank transfer (BACS) and or debit/credit card (excluding American Express).
- 8.6 No payment shall be deemed to have been received until the Company has received full and cleared funds. A Delivery or Collection date cannot be confirmed until the clearance of funds. The Company will not accept liability for bank charges.
- 8.7 All payments shall be made in Pounds Sterling, or Euros as specified on the invoice. If payment is made in any other currency, or attracts any other charges in transfer to the Company's bank account, the Buyer will meet all charges and costs incurred by the Company in exchanging or cashing such payments.
- 8.8 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.9 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 8.10 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Buyer shall pay the interest together with the overdue amount.
- 8.11 Where payment is to be by instalments the Company shall not be bound to take any step in performance of the Contract until the Buyer has paid the deposit or first instalment and if the Buyer shall fail promptly to pay the second or any subsequent instalment the Company shall be entitled to suspend or terminate its performance of the Contract and to call on the Buyer to furnish a bank guarantee for the due payment of the outstanding balance of the price.

9 QUALITY

- 9.1 The Company warrants that (subject to the other provisions of these conditions) on Delivery or Collection, and for twelve (12) months from the date of Delivery or Collection, the Goods shall be of good quality and free from manufacturing defects.
- 9.2 Subject to condition 9.3, the Company shall not be liable for a breach of the warranty in condition 9.1 unless:
- 9.2.1 the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 7 Business Days of Delivery; and
 - 9.2.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.
- 9.3 The Company shall not be liable for a breach of the warranty in condition 9.1 if:
- 9.3.1 the Buyer makes any further use of such Goods after giving such notice; or
 - 9.3.2 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good

- trade practice;
 - 9.3.3 the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; or
 - 9.3.4 the Buyer alters or repairs such Goods without the written consent of the Company.
- 9.4 Subject to condition 9.2 and condition 9.3, if any of the Goods do not conform with the warranty in condition 9.1 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
- 9.5 If the Company complies with condition 9.4 it shall have no further liability whatsoever for a breach of the warranty in condition 9.1 in respect of such Goods.
- 9.6 These conditions shall apply to any repaired or replacement Goods supplied by the Company.

10 TERMINATION

- 10.1 If the Buyer becomes subject to any of the events listed in condition 10.2, or the Company reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Company without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.
- 10.2 For the purposes of condition 10.1, the relevant events are:
- 10.2.1 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;
 - 10.2.2 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 other than where the Buyer is a company) where these events take place 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;
 - 10.2.3 (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 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;
 - 10.2.4 (being an individual) the Buyer is the subject of a bankruptcy petition or order;
 - 10.2.5 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within five (5) days;
 - 10.2.6 (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 Buyer;
 - 10.2.7 (being a company) the holder of a qualifying charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
 - 10.2.8 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
 - 10.2.9 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 in condition 10.2 (a) to condition 10.2 (h) (inclusive);
 - 10.2.10 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - 10.2.11 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
 - 10.2.12 (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.
- 10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11 LIMITATION OF LIABILITY

- 11.1 Subject to condition 4, condition 5 and condition 9, 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 Buyer in respect of:
- 11.1.1 any breach of these conditions;
 - 11.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these conditions excludes or limits the liability of the Company:
- 11.3.1 for death or personal injury caused by the Company's negligence, or the negligence of its employees, agents or sub-contractors (as applicable); or
 - 11.3.2 (under section 2(3), Consumer Protection Act 1987; or
 - 11.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - 11.3.4 for fraud or fraudulent misrepresentation.
- 11.4 Subject to condition 11.2 and condition 11.3:
- 11.4.1 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 not exceed 100% of the price of the Goods; and
 - 11.4.2 the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill 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.

12 ASSIGNMENT/SUB-LETTING

- 12.1 The Company may assign or sub-contract the Contract or any part of it to any person, firm or company.
- 12.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

13 FORCE MAJEURE

The Company reserves the right to defer the date of Delivery or Collection or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event. A Force Majeure Event means any event 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, provided that, if the event in question continues for a continuous period in excess of 90 Business Days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

14 INSTALLATION OR SUPERVISION

If the Company undertakes to install or supervise the installation of the Goods at the Buyers premises the following additional terms shall apply:

- 14.1 The Company shall be given clear, safe and unobstructed access to the premises and applicable immediate surrounding area(s).
- 14.2 The Company shall be entitled to use free of charge such supplies of electricity, water, gas and other services as may be reasonably required for the installation;
- 14.3 The Buyer shall provide at its own expense such temporary roadways, footways, scaffolding, lifting, equipment and the like as may be reasonably required for the safe completion of the installation;
- 14.4 The Buyer shall at its own expense be responsible for the cleaning out and preparation of the site prior to installation;

- 14.5 The Buyer shall at its own expense be responsible for the proper fencing, guarding, lighting and protection of the works during the installation and until it is completed;
- 14.6 The Buyer shall give the Company facilities for carrying out the works on the site continuously during the normally recognised working hours or at such other hours as the Company shall in its sole discretion specify; and
- 14.7 The Buyer shall provide secure and suitable on-site facilities for the storage of Goods and/or materials until their installation.
- 14.8 The Buyer is responsible for the connection of the Goods to the electrical supply in accordance with local legislation.

15 INDEMNITY

The Buyer shall keep the Company fully and effectively indemnified against:-

- 15.1 Any claims for infringement of any patent, registered design or trade mark or any other rights of a third party by reason of the Buyer's requirements for the provision of any modified or specifically designed Goods, to the Buyer's design and at the Buyer's request, and against all costs and damages which the Company may incur in any action for such infringement; and
- 15.2 Any claim in contract or tort or otherwise to pay direct or indirect damages expenses or costs relating to damage to property or injury or loss to any person, firm or company occasioned by reason of any act or omission by the Buyer or any employee, agent or sub-contractor of it.

16 INTELLECTUAL PROPERTY

- 16.1 The Buyer acknowledges that all Intellectual Property Rights relating to the Goods shall remain the exclusive property of the Company and shall not be used, distributed, licensed, disclosed or registered by the Buyer or any third party without prior written consent of the Company.
- 16.2 All Goods (including codes and names), registered designs, drawings, images, photographs and descriptions may not be reproduced whatsoever without the prior written consent of the Company.
- 16.3 All Intellectual Property Rights in or arising out of or in connection with the Goods or Services shall be owned by the Company.
- 16.4 Many of the Goods supplied are the subject of Patents, Patent Applications and/or Registered Designs in the UK and other countries

17 CONFIDENTIALITY

- 17.1 The Buyer (or any 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 Buyer by the Company, its employees, agents or subcontractors, and any other confidential information concerning the disclosing the Company's business, its Goods and Services which the Buyer may obtain. The Buyer 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 Buyers obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Buyer 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. This clause shall survive termination of the Contract.

18 GENERAL

- 18.1 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.
- 18.2 If any provision or part-provision of the Contract is or becomes illegal, invalid or unenforceable it shall be deemed modified to the minimum extent necessary to make it legal, valid, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- 18.3 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.
- 18.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall

not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

- 18.5 In the event of a dispute between the parties arising out of the Contract, the parties shall negotiate in good faith. If unsuccessful, any dispute shall be referred to a single arbitrator who will be agreed between the parties or who failing such agreement shall be appointed at the request of the either party by the President of the Law Society.
- 18.6 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.
- 18.7 Except as set out in these Conditions, no variation to the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company.
- 18.8 The Contract and any dispute or claim in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

19 COMMUNICATIONS

- 19.1 All communications between the parties about the Contract shall be in writing (which shall include email) and delivered by hand or sent by pre-paid first class post, or email:
- 19.1.1 in case of communications to the Company if:
- a) by post to its registered office or such changed address as shall be notified to the Buyer by the Company or
 - b) by email to the email address of the person named at paragraph 17.3 from time to time; or
- 19.1.2 in the case of the communications to the Buyer if:
- a) by post to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer from time to time or
 - b) by email to any email address set out in any document which forms part of the Contract or such other email address as shall be notified to the Company by the Buyer from time to time .
- 19.2 Communications shall be deemed to have been received if:
- a) sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
 - b) delivered by hand, on the day of delivery; or
 - c) sent by email on a working day prior to 4:00pm, at the time of sending and otherwise on the next Business Day.
- 19.3 Communications addressed to the Company shall be marked for the attention of Edward Salter



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