

These General Terms and Conditions of Delivery (Conditions) apply to all Goods or Services provided by us. In these Conditions:

**Contract:** the contract for the sale and purchase of Goods and/or Services;  
**Customer, you:** means the person who accepts our written quotation for the sale of the Goods or Services or whose Written order for the Goods is accepted by the us (the Seller);  
**Delivery Period:** has the meaning given in clause 3.b;  
**Goods and Services:** means the Goods (including any instalment of the Goods or any parts for them) and/or the services which we have agreed to supply to you in accordance with these Conditions;  
**Metal Contract:** has the meaning given in clause 3.a;  
**Order Confirmation:** has the meaning given in clause 1.b.i);  
**Release Period:** has the meaning given in clause 3.b;  
**Seller, We, Us:** Wieland Nemco Ltd., 5, Pennard Close, Brackmills, NN4 7BE Northampton, United Kingdom  
**Writing** and any similar expression, includes facsimile transmission and electronic mail, but not text messages or other forms of electronic communication.

These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. By placing an order with us, you are agreeing to be bound by these Conditions.

These Conditions shall also apply to all future Contracts for Goods and/or Services provided by us to you, irrespective of whether these Conditions are expressly referred to in the context of such deliveries or Services.

## 1. Orders, conclusion of contract

- a Any quotation we give to the Customer will not constitute a binding offer.
- b A Contract for the delivery of Goods or the provision of Services shall only be concluded with us if:
  - i) we accept an order in writing (Order Confirmation); or
  - ii) we deliver ordered Goods to you as set out in an order; or
  - iii) we provide ordered Services to you as set out in an order.
- c We are entitled to accept orders within two weeks from the order date. For this period the Customer shall be bound by its order.
- d No variation to these Conditions shall be binding unless expressly agreed by us in writing.
- e The Customer shall be responsible to ensure the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving us any necessary information relating to the Goods and/or Services comprised in the order within a sufficient time to enable us to perform the Contract in accordance with its terms.
- f The quantity, quality and description of the Goods and/or Services and any specification for them shall be as set out in our Order Confirmation.
- g If any of the Goods are to be manufactured or any process is to be applied to the Goods by us in accordance with a drawing, design or specification submitted by the Customer, the Customer shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with, or paid or agreed to be paid by us in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from our use of the Customer's drawing, design or specification.
- h We reserve the right to make any changes to the Customer's specification of the Goods and/or Services which are required in order to conform with any applicable UK statutory or EU requirements or, where Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- i No order which has been accepted by us may be cancelled by the Customer except with our agreement in writing and on terms that the Customer shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of such cancellation.
- j Our employees or agents are not authorised to make any representations concerning our Goods or Services unless confirmed by us in writing. In entering into a Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Conditions affects the liability of either party for fraudulent misrepresentation.
- k Any advice or recommendation given by us or our employees or agents to the Customer or its employees or agents as to the storage, application or use of any Goods which is not confirmed in writing by us is followed or acted on entirely at the Customer's own risk, and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.
- l Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.

## 2. Price, payment, security

- a Unless expressly agreed otherwise in writing, prices are to be paid in Euro and are exclusive of all applicable value added tax and any other sales tax and the costs of transport and packaging. All taxes and/or other charges (e.g. import duties) incurred in relation to the deliveries of our Goods and Services in the country of receipt shall be borne by the Customer.
- b In the event of a significant change in our production costs which is outside of our reasonable control, we are entitled to make an appropriate price adjustment, however no such adjustment will be made once we have delivered the Customer's order. Any metal prices that have been fixed cannot be changed after fixation.
- c Our performance of the Contract shall be subject to the proviso - without prejudice to Clause 12 of these Conditions - that there are no impediments or unreasonable difficulties to our performance due to domestic or foreign regulations of foreign trade law and that our performance of the Contract is not rendered impossible, uneconomical or substantially more difficult by customs regulations of the country of import. In the event of any such occurrence, we will inform the Customer as soon as reasonably practicable and will be entitled to cancel the Contract on written notice without incurring any liability to the Customer. In the event of a cancellation, we will refund in full any price paid for Goods or Services which have not been delivered.
- d Unless expressly agreed otherwise in writing, payments for deliveries for Goods and/or Services shall be due 14 days after the invoice date in full and in cleared funds to a bank account nominated in writing by us. We may invoice the Customer for the Goods and/or Services on or at any time after the completion of delivery. The date of receipt of payment by us shall be decisive for compliance with any payment period. We are entitled to send invoices in electronic form to the email address the Customer includes when placing an order, and/or at our option via electronic data interface (if agreed) and/or via SAP-System. All costs and expenses incurred by us in fulfilling the order shall be borne by the Customer. We will accept bills of exchange only after prior written agreement and on account of performance. The crediting of bills of exchange and checks shall be subject to encashment.
- e If the Customer has multiple outstanding payments, we will be entitled to determine against which of our claims incoming payments shall be offset.
- f If the Customer does not pay an invoice by the due date, the Customer shall be deemed in default. From this point in time, we shall be entitled to charge default interest at a rate of 10% p.a. of the amount with which the Customer is in default until such time as the invoice is paid in full.
- g All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- h We are entitled to assign claims against the Customer to third parties.
- i If, in our reasonable opinion, the performance of the Contract is jeopardized by the Customer's inability to pay, (including, but not limited to, where the credit limit of our trade credit insurance for the Customer is cancelled or significantly reduced), we may refuse our delivery and/or performance and revoke all payment terms granted and demand advance payment as security before we will deliver the Goods and Services pursuant to an order. Alternatively, we will be entitled to terminate the Contract and all active orders on giving written notice to the Customer.
- j Time for payment shall be of the essence of the Contract.

## 3. Metal contracts

- a If the Customer submits an order for the purchase of metal from us at the respective current metal price valid at the time for the purpose of subsequent processing by us ("Metal Contract"), such Metal Contract shall only be deemed concluded (notwithstanding Clause 1.b of these Conditions) if we issue a written Order Confirmation in which we confirm the product, quantity, material, price and date of the fixing of the metal price.
- b Within the release period specified in the Metal Contract, the Customer is obliged to submit a subsequent order ("Release Period") for the purchase and delivery of the desired products within the delivery period stated in the Metal Contract ("Delivery Period") which order shall set out the product specification (product, quantity, delivery period). The price for the products so purchased shall consist of the metal price specified in the Metal Contract and the manufacturing price for the relevant products applicable at the time the subsequent order is placed.
- c If the Customer does not order the products within the Release Period and therefore the products cannot be manufactured and delivered within the Delivery Period, then after expiry of the Delivery Period, we will be entitled to a) charge a price surcharge of 1% per month or part thereof on the quantity of Goods which the Customer has not taken delivery of and b) invoice the Customer for immediate payment of the quantities not ordered, including, but not limited to, accrued interest. The quantity of metal paid for will be credited to the existing or yet to be opened metal account (conversion account) in the ratio 1 : 1.
- d In the event processing of charges via a metal account (conversion account) is not possible, for example in the case of certain foreign markets or regarding tubes for domestic applications, we shall be entitled, at our discretion, after expiry of the Delivery Period to require the Customer by notice in writing to place its order within seven days from the date of such notice. If, following receipt of such notice, the Customer fails to place a respective order within this period, we are entitled to cancel the Metal Contract and in particular the metal price fixation and to invoice the Customer for the difference between the fixed price set out in the Order Confirmation relating to the Metal Contract and the actual metal price corresponding to the LME market price on the date of cancellation of the Metal Contract, the accrued interest and any costs incurred by us.
- e In the event that we are required to provide security to our broker with respect to the Metal Contract, the Customer shall be obliged to provide us with such security in the same amount and at the same time.
- f If, during the term of a Metal Contract, insolvency proceedings or similar proceedings are opened against the assets of the Customer and the insolvency administrator decides against the further performance of the Metal Contract, all our claims for payment of metal not yet delivered and/or not yet transferred shall be deemed to become due as of the date on which insolvency proceedings were commenced.

## 4. Metal cover

- a The metal cover shall be arranged by the Customer with us at the latest 6 weeks before the confirmed Delivery Date in a suitable form (metal Contracts, full price transaction, metal account) in the amount of the intended delivery quantity of the relevant products. If metal cover is not arranged by the Customer within the above period, we shall be entitled to fix the corresponding metal prices independently for and at the expense of the Customer and to invoice the Customer for these fixations at the time of delivery.
- b Our measurements shall be decisive for determining the weights of the metal provided to us for tolling. In the event of deviations from the Customer's specifications, we shall substantiate the weighing results with appropriate documents.
- c We reserve the right to set off any claims with which the Customer is in arrears against any credit balance in the Customer's metal account with us at the market price that applies at that time.
- d The Customer guarantees that the metal provided to us by the Customer has a moisture content that is within the margins of the relevant applicable DIN or EN standards. In the event of higher moisture, a corresponding weight deduction shall be made by us.

## 5. Transfer of risk, delivery standards

- a The risk of loss and deterioration of the Goods shall pass to the Customer upon the earlier of:
  - i) if we are obliged to transport the Goods, at the time the Goods leave our supplying plant, and
  - ii) if we are not obliged to transport the Goods, at the time we notify the Customer that the Goods are ready for collection at our supplying plant.
- b Unless agreed otherwise in writing, delivery of the Goods shall be made by the Customer collecting the Goods at our respective supplying plant's premises (Ex-Works Incoterms 2020) at any time after we have notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by us, by delivering the Goods to that place.
- c If we have agreed to transport the Goods, we may in our sole discretion determine the forwarding agent, carrier and shipping route. The Customer will be responsible for all costs of transportation of the Goods.
- d We are entitled to deliver in instalments. Where Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by us to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- e If the Customer fails to take delivery of the Goods or fails to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of our fault) then, without limiting any other right or remedy available to us, we shall be entitled to:
  - i) store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
  - ii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- f In case of an transport of Goods between EU member states, in cases where we are not obliged to transport the Goods, we will send the Customer the form "confirmation of receipt" which must be completed by Customer in full and returned to us within 14 days from the day of receipt of the Goods. If we do not receive the completed confirmation of receipt within this period, the Customer shall pay to us the total value added tax applicable to the supplied Goods at the place of origin of the Goods comprising such order.
- g Any public, national or international delivery standards shall only apply if they are expressly stated as being applicable in our written order confirmation. In this case, the version of the standard valid at the time of conclusion of the Contract shall apply.

## 6. Time of delivery, hindrance of delivery, delay

- a Any dates and times quoted for delivery are approximate only and we shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by us in writing. Goods may be delivered in advance of the quoted delivery date on giving reasonable notice to the Customer.
- b In the event we agree that time of delivery shall be of the essence, then if we are unable to deliver any Goods by such time, we shall not be liable for any loss or damage caused by any such delay, unless the Customer has granted us a reasonable remedial period after the expiry of agreed delivery time within which to effect the delivery.
- c If our delivery obligation under a Contract is subject to timely and correct cooperation and/or delivery of materials or product components by either the Customer and/or any suppliers or sub-contractors, then we shall not be liable for any delay in delivering our obligations under the Contract, if this is caused by the Customer's and/or any suppliers' or sub-contractors' delay or failure to render such cooperation and/or delivery of materials and product components, unless we are solely responsible for the Customer's and/or the suppliers' and/or the sub-contractors' delayed performance or non-performance.
- d Force majeure, such as raw material and energy shortages, operational disruptions, labor disputes, riots, war, armed conflicts, civil war, terrorism, revolution, natural disasters, epidemics, pandemics (which includes, for example the Covid19 pandemic and the restrictions based on it, such as travel restrictions, border closures, transport restrictions or delays and plant closures), measures by public authorities or governmental authorities and any other events which are beyond our control and which make it substantially more difficult or impossible for us to deliver or perform an obligation, in whole or in part, shall release us from our obligations for the duration of the disruption and to the extent of its effect. This shall also apply if we are already in default at the time of the occurrence of the force majeure event. In such case, our delivery or performance time shall be extended by a period corresponding to the duration of the disruption.

**7. Retention of title**

- a Title to the Goods shall not pass to the Customer until the earlier of:
  - i) we receive payment in full (in cash or cleared funds) for the Goods and any other Goods that we have supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums;
  - ii) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.e.; or
  - iii) if the Customer irreversibly mixes the Goods with any other Goods, as the time that such Goods are mixed.
- b If the Goods purchased by the Customer are irreversibly mixed with any other Goods, such that the individual Goods cannot be identified and separated, then ownership of the resulting Goods will be owned jointly by the Customer and us in the proportions to which the Goods supplied by us constitute the resulting manufactured Goods.
- c Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as our fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as our property. The customer shall have the right to use the Goods or resell them (as principal and not as the agent of the Seller, and on the basis that the property in the Goods shall pass to the Customer immediately prior to resale) in the ordinary course of its business, but this right shall cease automatically on the occurrence of any of the events referred to in sections 13.iii) and 13.iii)
- d Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), we may at any time require the Customer to deliver up the Goods to us and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- e The Customer shall not be entitled to pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Goods which remain our property, but if the Customer does so all moneys owing by the Customer to us shall (without limiting any other right or remedy available to us) forthwith become due and payable.
- f The Customer shall indemnify us for any legal costs incurred by us in enforcing our rights under this clause 7.

**8. Deviations, no warranty, technical advice**

- a Any claim by the Customer that there is a deviation in the weight, quantity or specification of the supplied Goods from our specifications in the delivery bill and invoice must be proven by the Customer.
- b We shall be permitted to deliver up to 10% more or less than the agreed weights, quantities and dimensions, unless this conflicts with specifically agreed standards (Section 5. e.). For the delivery of Goods, we reserve the right to material- or production-related deviations in diameter, weight or structure, customary excess- or short-lengths are permitted.
- c Any descriptions of the quantities, dimensions, weights, materials, appearances and performances of the Goods are produced for the sole purpose of giving an approximate idea of the Goods and shall not form part of the Contract nor have any contractual force, unless these descriptions have been expressly warranted by us in writing in the Contract. Any written specification of standards pursuant to clause 5 shall also not constitute such warranty unless such standards are expressly warranted by us in writing in the Contract.
- d If we provide any technical advice, then we will apply the standard and level of care as applied to internal affairs. Any technical advice is in any case non-binding and does not release the Customer from conducting its own tests and trials. The Customer shall be solely responsible for compliance with any statutory and official regulations when using our Goods.

**9. Warranty**

- a The Customer must inspect the Goods immediately after delivery for transport damage, obvious material defects, incorrect deliveries and shortfalls and notify us in writing of any complaints immediately and in any event no later than 2 weeks after delivery of the Goods. If a defect which is not detectable on reasonable inspection during the aforementioned inspection becomes apparent at a later date, it must be reported in writing without delay, but no later than 2 weeks after discovery; the Customer shall cease any processing or treatment of the defective Goods immediately after discovering a defect.
- b If delivery is not refused, and the Customer does not notify us within the two week period stated in clause 9a, the Customer shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. The same shall apply if the Customer does not enable us to carry out a proper inspection of a notified defect immediately after our request. If the Customer uses the Goods in any of its own processes, the Goods will be deemed to have been accepted.
- c Subject to the following provisions, we warrant that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from the date of delivery.
- d The above warranty is given by us subject to the following conditions:
  - i) we shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
  - ii) we shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without our approval;
  - iii) we shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- e The above warranty does not extend to parts, materials or equipment not manufactured by us, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to us.
- f Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to us in accordance with these Conditions, we may at our sole discretion repair or replace the Goods (or the part in question) or, if in our opinion we are unable to repair or replace the Goods, refund to the Customer the price of the Goods (or a proportionate part of the price), in which case we shall have no further liability to the Customer.
- g With regard to any Services provided by us, we warrant to the Customer that such Services will be provided using reasonable care and skill.
- h Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**10. Limitation of liability**

- a Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:
  - i) death or personal injury caused by negligence;
  - ii) fraud or fraudulent misrepresentation;
  - iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - iv) defective products under the Consumer Protection Act 1987.
- b Subject to clause 10.a, our total liability to the Customer shall not exceed the total price of the Goods to which the claim relates.
- c Subject to clause 10.a, the following types of loss are wholly excluded:
  - i) loss of profits;
  - ii) loss of sales or business;
  - iii) loss of agreements or contracts;
  - iv) loss of anticipated savings;
  - v) loss of use or corruption of software, data or information;
  - vi) loss of or damage to goodwill; and
  - vii) indirect or consequential loss.

**11. Third-party property rights, rights to tools, confidentiality, data protection**

- a If the rights of third parties (including any intellectual property rights) are infringed due to deliveries of Goods or the performance of Services which are based on drawings or other information that has been provided by the Customer, the Customer shall indemnify us and hold us harmless from and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of the third party's rights.
- b Any tools provided by us in connection with the manufacture or sale of the Goods and/or the performance of any Services shall remain at all times our sole property.
- c Information contained in our documents, e.g. drawings, samples, calculations, shall not be made available to third parties unless it is used for the intended purpose or we have granted our prior written consent. We will at all times retain sole ownership of our documentation.
- d We are and shall remain the sole owner of all intellectual property rights (including, without limitation, any registered or unregistered designs, trademarks, patents, know-how, and trade secrets) in or arising out of or in connection with the Goods and/or Services, other than intellectual property rights in any materials provided by the Customer. We grant the Customer a fully paid-up, worldwide, non-exclusive and royalty free right to use our intellectual property rights for the sole purpose of receiving and using the Goods and/or Services for the purpose for which they were intended.
- e The Customer shall not disassemble, reverse engineer, analyze or reconstruct the Goods or any parts thereof or to derive any properties therefrom for any other and/or new products.
- f In the context of the contractual relationship, personal data may also be processed. Information on data protection for Customers, which states in particular the purposes of processing and your rights in this regard, is available in our privacy policy, a copy of which can be found here: [www.wieland.com/gtc](http://www.wieland.com/gtc).

**12. Export and re-export restrictions**

- a If the Customer intends to export or transfer Goods to a country or territory against which the United Nations, the European Union, the United Kingdom, the United States of America, Singapore or China have issued or put into force an embargo, sanctions or other export or re-export restrictions, or to use the Goods for such a country or territory, the Customer shall notify us of its intention in writing at the earliest possible opportunity and shall in any event not export Goods to any such country or territory without having obtained our prior written consent.
- b In addition, the Customer warrants that it will comply with any applicable export control regulations and embargos in force and possible further sanctions, in particular in Germany, the European Union, the United Kingdom as well as the United Nations, the United States of America, Singapore, China and further extraterritorially applicable regulations.
- c If the Customer further on-sells the Goods, it shall ensure by means of corresponding contractual provisions with its Customers that they also submit to the obligations set out in this section 12. Furthermore, it shall ensure by means of corresponding contractual agreements with its Customers that these obligations are also contractually agreed in the further possible supply chain up to the end Customer.
- d If the Customer violates any provision set out in this section 12, we shall be entitled to terminate the Contract with immediate effect without any liability towards the Customer.
- e The Customer shall indemnify us in full and hold us harmless from and against all liabilities, claims, demands, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with the Customer's failure to comply with the provisions of this section 12.

**13. Termination**

- a Without limiting our other rights or remedies, we may terminate any Contract with immediate effect by giving written notice to the Customer if:
  - i) the Customer commits a material breach of any term of these Conditions and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
  - ii) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - iii) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - iv) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- b Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- c On termination of the Contract for any reason the Customer shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- d Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

**14. General**

- a A notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- b No waiver by us of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- c If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

**15. Applicable law and jurisdiction**

The Contract shall be governed by the laws of England, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.