

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SUPPLY SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

“Buyer”	the person(s), firm or company whose order for the Goods or Services is accepted by the Company
“Business Day”	any day other than a Saturday or Sunday or a public or bank holiday in England
“Company”	Wieland Metals Birmingham Ltd
“Confidential Information”	all information in respect of the business of the Company including, but not limited to, know-how or other matters connected with the Goods or Services (including customer or product specific specifications and processes), and information concerning the Company's relationships with actual or potential clients, customers or suppliers and the needs and requirements of the Company and of such persons and any other information which, if disclosed, will be liable to cause harm to the Company
“Contract”	any contract between the Company and the Buyer for the sale and purchase of the Goods or supply of the Services formed in accordance with Condition 2
“Delivery Point”	the place where delivery of the Goods or Processed Materials are to take place under Condition 7
“Force Majeure”	any cause preventing the Company from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of the Company including, without limitation, strikes, lockouts or other industrial disputes (whether involving the work force of the Company or otherwise), protest, act of God, war, or national emergency, an act of terrorism, riot, civil

commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic or default of suppliers or subcontractors

“Goods”

any goods which the Company supplies to the Buyer (including any of them or any part of them) under a Contract (such goods may comprise materials exclusively sourced by the Company from a third party or comprise in part (but not in whole) the Material)

“Material”

any material supplied by the Buyer to the Company in order for either:

- (i) the Services to be performed; or
- (ii) for the Goods to be supplied

“Processed Material”

any Material on which the Company has carried out the Services

“Services”

any slitting or processing services carried out by the Company for the Buyer

“Specification”

in relation to the Goods and Services, the technical specifications of those Goods or documents detailing the requirements of the Services; all preparatory, design and development materials which relate to the Goods or Services; all information of any description which explains the structure, design and development materials which relate to the Goods; all information of any description which explains the structure, design, operation, functionality of the Goods or how the Services will be performed; all information of any description which relates to the maintenance and/or support of the Goods or Services

“Terms and Conditions”

the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Buyer and the Company as specified on the front of the acknowledgement of order

1.2 The headings in these Terms and Conditions are for convenience only and will not affect their construction or interpretation.

2. **FORMATION**

2.1 Subject to any variation under **Condition 2.7**, the Contract will be upon these Terms and Conditions to the exclusion of all other terms and conditions, including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.

2.2 Each order or acceptance of a quotation for Goods or Services will be deemed to be an offer by the Buyer to purchase Goods or Services upon these Terms and Conditions. The Contract is formed when the order is accepted by the Company, by way of a written acknowledgement of order. No contract will come into existence until a written acknowledgement of the order is issued by the Company.

2.3 Any quotation is valid until 11.00am UK time the next working day unless otherwise specified in the quotation. The Company reserves the right to amend quoted prices at any time to reflect increases in the London Metal Exchange prices of copper, zinc, nickel and tin.

2.4 The Buyer must ensure that the terms of its order and any applicable Specification are complete and accurate.

2.5 Acceptance of delivery of the Goods or commencement of the performance of the Services will be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.

2.6 Subject to **Conditions 7.4** and **12**, the Buyer may not cancel the Contract.

2.7 Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by a director of the Company.

3. **THE GOODS AND SERVICES**

3.1 The quantity and description of the Goods or Services will be as set out in the acknowledgement of order and any agreed Specification.

3.2 All samples, drawings, descriptive matter, Specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services represented by or described in them. They will not form part of the Contract and this is not a sale by sample.

3.3 The Company may make any changes to the Specification, design, materials or finishes of the Goods, provision of the Services which:

3.3.1 are required to conform with any applicable safety or other statutory or regulatory requirements; or

3.3.2 do not materially affect their quality or performance.

3.4 The Company may deliver to the Buyer, Goods up to 10% more or 10% less than the quantity ordered without any adjustment in the price, and the quantity delivered will be deemed to be the quantity ordered.

4. PRICE

4.1 The price for the Goods and Services will be the price specified in the acknowledgement of order and unless stated otherwise is exclusive of value added tax which will be added to the sum in question if applicable.

4.2 The Company will be entitled to increase the price of the Goods or Services following any changes in the Specification made both at the request of the Buyer and agreed by the Company or to cover any extra expense as a result of the Buyer's instructions or lack of instructions, or to comply with the requirements referred to in **Condition 3.3**.

5. PAYMENT

5.1 The Company may invoice the Buyer for the Goods or Services and subject to **Condition 5.4**, payment is due in pounds sterling (unless stipulated otherwise in the order acknowledgement) within the time frame stipulated in the acknowledgement of order.

5.2 Time for payment will be of the essence.

5.3 No payment will be deemed to have been received until the Company has received cleared funds.

5.4 All sums payable to the Company under the Contract will become due immediately upon termination of the Contract.

5.5 All payments to be made by the Buyer under the Contract will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Buyer is required by law to make any such deduction or withholding.

5.6 If any sum payable under the Contract is not paid when due then, without prejudice to the Company's other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at 4% per annum over HSBC Bank plc base rate from time to time and the Company will be entitled to suspend deliveries

of the Goods or performance of the Services until the outstanding amount has been received by the Company from the Buyer.

6. **INSTALMENTS**

6.1 The Company may deliver the Goods by separate instalments or perform any Services in stages. Each separate instalment or stage will be invoiced and paid for in accordance with the provisions of the Contract.

6.2 Each instalment or stage will be a separate Contract and no cancellation or termination of any one Contract relating to an instalment or stage will entitle the Buyer to repudiate or cancel any other Contract, instalment or stage.

7. **DELIVERY**

7.1 Delivery of the Material by the Buyer in order for the Company to perform the Services, shall be made in accordance with the terms contained in the acknowledgement of order or as agreed by the parties in writing. Delivery of the Material shall be made on the date set out in the acknowledgement of order, and, if no date is specified, within a reasonable time in order to enable the Company to perform the Services in accordance with the terms of the acknowledgement of order.

7.2 Delivery of the Processed Material and the Goods will be made in accordance with the terms contained in the acknowledgement of order.

7.3 Delivery of the Goods, the Material and the Processed Material will be made during the Company's usual business hours.

7.4 The Company will use reasonable endeavours to deliver or perform each of the Buyer's orders for the Goods, Processed Material or Services within the time agreed when the Buyer places an order and, if no time is agreed, then within a reasonable time, but the time of delivery performance will not be of the essence. If, despite those endeavours, the Company is unable for any reason to fulfil any delivery or performance on the specified date, the Company will be deemed not to be in breach of this Contract, nor (for the avoidance of doubt) will the Company have any liability to the Buyer for direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery or performance except as set out in this condition. Any delay in delivery or performance will not entitle the Buyer to cancel the order unless and until the Buyer has given 30 days' written notice to the Company requiring the delivery or performance to be made and the Company has not fulfilled the delivery or performance within that period and the Buyer complied with its obligations contained in **Condition 7.1** in relation to such order. If the Buyer cancels the order in accordance with this **Condition 7.4** then:

- 7.4.1 the Company will refund to the Buyer any sums which the Buyer has paid to the Company in respect of that order or part of the order which has been cancelled; and
 - 7.4.2 the Buyer will be under no liability to make any further payments under **Condition 5.1** in respect of that order or part of the order which has been cancelled.
- 7.5 The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for on-loading and off-loading the Goods, Materials and Processed Materials.
- 7.6 If the Buyer fails to take delivery of any of the Goods or Processed Material when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Goods or Processed Material to be delivered or Services to be performed on time (except solely on account of the Company's default), the Goods, Processed Material or Services will be deemed to have been delivered or performed on the due date and (without prejudice to its other rights) the Company may:
 - 7.6.1 store or arrange for storage of the Goods and/or Processed Material until actual delivery or sale in accordance with **Condition 7.6.2** and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or
 - 7.6.2 following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price under the Contract or account to the Buyer for any excess achieved over the price under the Contract, in both cases having taken into account any charges related to the sale.
- 7.7 If either:-
 - 7.7.1 The Goods shall be found by the Buyer to have been damaged in transit, or
 - 7.7.2 The Buyer finds on inspection that any part of the quantity of Goods invoiced or the subject of any delivery note has not been delivered,

the Buyer shall notify the Company (and, if known, the carrier) in writing on the shipping documents and by fax or e-mail as soon as possible and in any event within 24 hours of delivery or the contractual delivery date (if no Goods have been delivered) specifying the number of the contract relating to the Goods, the Goods damaged or the quantity and description of any missing Goods.

8. RISK / OWNERSHIP

- 8.1 Risk of damage to or loss of the Material and any Processed Material will remain with the Buyer and shall not pass to the Company at any time. Ownership of the Materials and any Processed Material will not pass to the Company.
- 8.2 Risk of damage to or loss of the Goods will pass to the Buyer on delivery (or deemed delivery in accordance with **Condition 7.6**) in accordance with the relevant Incoterm specified in the acknowledgement of order or, if none is specified, when the Goods have been delivered to the Delivery Point specified in the acknowledgement of order.
- 8.3 Ownership of the Goods will not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 8.3.1 the Goods; and
 - 8.3.2 all other sums which are or which become due to the Company from the Buyer on any account.
- 8.4 Until ownership of the Goods has passed to the Buyer, the Buyer must:
- 8.4.1 hold the Goods on a fiduciary basis as the Company's bailee;
 - 8.4.2 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;
 - 8.4.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 8.4.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company, and will whenever requested by the Company produce a copy of the policy of insurance.
- 8.5 The Company shall have a general lien on the Goods, Materials and Processed Materials for payment of all amounts due from the Buyer on any account. Amounts shall be deemed to be "due" from the Buyer to the Company upon the date of invoice but shall be payable by the Customer in accordance with the provisions of **Condition 5**. Where an invoice has not been issued at the time of the Company exercising its lien then the amounts "due" to the Company shall include not only those amounts invoiced but also those amounts owing to the Company for the services which it has provided to the Buyer but for which it has not yet issued an invoice.
- 8.6 The Company may exercise its lien at any time by giving written notice to the Buyer, such notice to specify the amount of the debt owed by the Buyer to the Company or particulars from

which the Buyer may calculate such amount. In the event that the debt for which the lien has been exercised is not fully satisfied within seven days of such notice the Company may sell or otherwise dispose of the Goods, Materials and/or Processed Materials or any part of them at the Buyer's entire risk and expense by the best method reasonably available and the proceeds of any sale or disposal shall be remitted to the Buyer after deduction therefrom of all expenses and all amounts due to the Company from the Buyer on any account.

- 8.7 The Goods, Materials and/or Processed Materials will only be released to the Buyer where the Company has been paid all sums owing to it whether or not such sums have been invoiced.
- 8.8 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- 8.8.1 any sale will be effected in the ordinary course of the Buyer's business at full market value and the Buyer will account to the Company accordingly; and
 - 8.8.2 any such sale will be a sale of the Company's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale.
- 8.9 The Buyer's right to possession of the Goods will terminate immediately if any of the circumstances set out in **Condition 13.1** occur.
- 8.10 The Company will be entitled to recover payment for the Goods notwithstanding that title in any of the Goods has not passed from the Company.
- 8.11 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.
- 8.12 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer will be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 8.13 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this **Condition 8** will remain in effect.

9. BUYER'S WARRANTIES

- 9.1 The Buyer warrants that the Materials:
- 9.1.1 are not hazardous and do not pose any risk to any equipment or goods at the Company's premises or to the health or safety of the Company's employees, agents or subcontractors; and

- 9.1.2 are in good condition and are suitable for the Services to be carried out with/on; and
 - 9.1.3 will not cause any damage to the Company's machinery in the course of the Services being provided; and
 - 9.1.4 are suitable and sufficient for the Services and (where appropriate) for incorporation into Goods ordered by the Buyer.
- 9.2 The Buyer further warrants that it is entitled as principal to place orders with the Company for the Services to be carried out on the Material.
- 9.3 The Buyer agrees to indemnify the Company against all actions, claims, costs, expenses and damages incurred by the Company by reason of any third party claiming the Materials or control over them before, during or after the Services have been provided.
- 10. **COMPANY'S WARRANTIES**
- 10.1 In the event that the Company supplies Goods to the Buyer using materials exclusively sourced by the Company or a third party (i.e. without using any Materials) then the Buyer shall be entitled to benefit from the warranty provisions contained in this **Condition 10** (such Goods being known as "Warranted Goods"). For the avoidance of doubt, the Buyer shall not benefit from any warranty provisions stated in this **Condition 10** in respect of Processed Material or any Goods incorporating or connected with any Materials.
- 10.2 The Company warrants the Warranted Goods against defects in materials and workmanship which become apparent within one month after delivery of the Warranted Goods to the Buyer (the "Warranty Period").
- 10.3 The Company's obligation under the warranty in this **Condition 10** is limited to repairing or, at the Company's option, replacing on an exchange basis any Warranted Goods or parts thereof as regards which such defects are detected upon delivery or during normal and proper use during the Warranty Period.
- 10.4 If the Buyer becomes aware of a defect in the Warranted Goods during the Warranty Period, the Buyer shall promptly supply the Company with written particulars of such defects and provide all necessary access and other reasonable facilities and all information required to enable the Company to ascertain or verify the nature and cause of the defect claimed and carry out its warranty obligations.
- 10.5 The warranty shall neither apply to any defect which results in the Company's opinion from normal wear and tear, nor to any defect wholly or partially caused by an alteration or addition to the Warranted Goods other than by the Company, or by use or storage of the Warranted Goods in a manner reasonably considered by the Company to be improper, or for purposes

for which the Warranted Goods were not designed, or by accident, neglect or events beyond the Company's control occurring after physical delivery of the Warranted Goods to the Buyer or its agents or carrier.

10.6 When any defective Warranted Goods are replaced on an exchange basis or defective Warranted Goods are repaired, this Condition shall apply to the replacement or repaired Warranted Goods.

11. LIABILITY

11.1 As the Goods and Processed Materials are incorporated into other goods which are not designed or manufactured by the Company, the Buyer accepts that it is reasonable that if, and insofar as the Company may be held to be legally liable to the Buyer, the Buyer's right of redress against the Company shall be limited as expressly provided for in these Terms and Conditions.

11.2 In the event of any breach of the Company's warranty obligations under **Condition 10**, it shall pay monetary damages to the Buyer not exceeding the purchase price paid by the Buyer in respect of the defective Goods or Services and the reasonable cost of any repairs thereto carried out by third parties with the Company's express written permission.

11.3 The Company does not exclude its liability (if any) to the Buyer:

11.3.1 for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;

11.3.2 for personal injury or death resulting from the Company's negligence;

11.3.3 under section 2(3) Consumer Protection Act 1987;

11.3.4 for any matter for which it would be illegal for the Company to exclude or to attempt to exclude its liability; or

11.3.5 for fraud.

11.4 Except as provided in **Conditions 7.4 and 11.2**, the Company will be under no liability to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

11.4.1 any of the Goods or the Processed Materials, or the manufacture or sale or supply, or failure or delay in supply, of the Goods or Processed Materials by

- the Company or on the part of the Company's employees, agents or sub-contractors;
- 11.4.2 any breach by the Company of any of the express or implied terms of the Contract;
- 11.4.3 any use made or resale by the Buyer of any of the Goods or Processed Material, or of any product incorporating any of the Goods or Processed Material;
- 11.4.4 any statement made or not made, or advice given or not given, by or on behalf of the Company;
- 11.4.5 any loss or damage of whatsoever kind to any premises, plant or tangible property belonging to the Buyer.
- 11.5 Except as set out in **Condition 7.4**, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Buyer.
- 11.6 Each of the Company's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in these Terms and Conditions in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Company wherever it appears in those clauses.
- 11.7 The Buyer acknowledges that the above provisions of this **Condition 11** are reasonable and reflected in the price which would be higher without those provisions, and the Buyer will accept such risk and/or insure accordingly.
- 11.8 The Buyer agrees to indemnify, keep indemnified and hold harmless the Company from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which the Company incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Buyer of the terms of the Contract.
- 11.9 The Company will be entitled but not obliged at any time or times, without notice to the Buyer, to set off any liability of the Buyer to the Company against any liability of the Company to the Buyer (in either case howsoever arising and whether any such liability if present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to the Company into any other currency or currencies in which the obligations of the Buyer are payable under this Agreement. The Company's rights under

this **Condition 11.9** will be without prejudice to any other rights or remedies available to the Company under the Contract or otherwise.

12. **FORCE MAJEURE**

12.1 The Company will be deemed not to be in breach of the Contract or otherwise liable to the Buyer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to Force Majeure, provided that it has and continues to comply with its obligations set out in **Condition 12.2**.

12.2 If the Company's performance of its obligations under the Contract is affected by Force Majeure:

12.2.1 it will give written notice to the Buyer, specifying the nature and extent of the Force Majeure, as soon as reasonably practicable after becoming aware of the Force Majeure and will at all times use all reasonable endeavours to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, mitigate its severity, without being obliged to incur any expenditure;

12.2.2 subject to the provisions of **Condition 12.3**, the date for performance of such obligation will be deemed suspended only for a period equal to the delay caused by such event; and

12.2.3 it will not be entitled to payment from the Buyer in respect of extra costs and expenses incurred by virtue of the Force Majeure.

12.3 If the Force Majeure in question continues for more than three months, either party may give written notice to the other to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than 15 days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.

13. **TERMINATION**

13.1 The Company may by notice in writing served on the Buyer terminate the Contract immediately if the Buyer:

13.1.1 is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Buyer fails to remedy such breach within 15 days service of a written notice from the Company, specifying the breach and requiring it to be remedied. Failure to pay any sums due in accordance with **Condition 5.1** is a material breach of the terms of the Contract which is not capable of remedy.

- 13.1.2 has any distraint, execution or other process levied or enforced on any of its property;
- 13.1.3 ceases to trade or appears in the reasonable opinion of the Company likely or is threatening to cease to trade within seven days;
- 13.1.4 in the Company's reasonable opinion is unlikely to pay any of the Company's invoices
- 13.1.5 the equivalent of any of the above occurs to the Buyer under the jurisdiction to which the Buyer is subject

or the Company reasonably anticipates that one of the above set of circumstances is about to occur.

- 13.2 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Buyer or the Company accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 13.3 The Company will be entitled to suspend any deliveries or performance otherwise due to occur following service of a notice specifying a breach under **Condition 13.1.1**, until either the breach is remedied or the Contract terminates, whichever occurs first.

14. **CONFIDENTIALITY**

- 14.1 Except as agreed between the parties, the Buyer will keep confidential any and all Confidential Information that it may acquire.
- 14.2 The Buyer will not use the Confidential Information for any purpose other than to perform its obligations under the Contract. The Buyer will ensure that its officers and employees comply with the provisions of this **Condition 14**.
- 14.3 The obligations on the Buyer set out in **Condition 14.1** and **14.2** will not apply to any information which:
 - 14.3.1 is publicly available or becomes publicly available through no act or omission of the Buyer; or
 - 14.3.2 the Buyer is required to disclose by order of a court of competent jurisdiction.

15. **HEALTH AND SAFETY**

The Buyer agrees to pay due regard to any information or advice relating to the use of the Goods or Processed Materials which the Company may at any time furnish to it and agrees

that before the Goods are used it will, if required by the Company, furnish the Company with a written undertaking to take any steps which the Company may specify with a view to ensuring that the Goods will be safe and without risk to health when used.

16. GENERAL

- 16.1 Each right or remedy of the Company under any Contract is without prejudice to any other right or remedy of the Company under this or any other Contract.
- 16.2 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
- 16.3 No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 16.4 The Company may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.
- 16.5 The Contract is personal to the Buyer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.
- 16.6 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 16.7 The Contract and the Specification contains all the terms which the Company and the Buyer have agreed in relation to the Goods and Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods or Services. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract or Specification. Nothing in this **Condition 16.7** will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
- 16.8 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English Courts will have exclusive non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties agree to submit to that jurisdiction.