

## CONDITIONS FOR THE SALE OF GOODS AND SUPPLY OF SERVICES

### 1. Interpretation

1.1 The following definitions apply in these Conditions.

<b>"Business Day";</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>"Buyer";</b>	the company who purchases the Goods and/or Services from Modul-System.
<b>"Buyer's Premises";</b>	the place of business of the Buyer.
<b>"Commencement Date";</b>	has the meaning given in clause 2.1.
<b>"Conditions";</b>	these terms and conditions as amended from time to time in accordance with clause 15.8.
<b>"Contract";</b>	the contract between Modul-System and the Buyer for the supply of Goods and/or Services in accordance with these Conditions.
<b>"Delivery Location";</b>	the place of delivery as specified in the Quotation.
<b>"Force Majeure Event";</b>	has the meaning given to it in clause 14.
<b>"Goods";</b>	the goods (or any part of them) provided by Modul-System as further set out in the Quotation.
<b>"Modul-System";</b>	Modul-System Limited, a company registered in England and Wales with company number 01540940.
<b>"Modul-System Materials";</b>	has the meaning given in clause 6.1.7.
<b>"Modul-System's Premises";</b>	the place of business of Modul-System.
<b>"Quotation";</b>	the quotation to which these terms are annexed.
<b>"Services";</b>	the services supplied by Modul-System to the Buyer as set out in the Quotation.
<b>"Service Location";</b>	the agreed location at which the Services are to be supplied, being either Modul-System's Premises or the Buyer's Premises.
<b>"Vehicle";</b>	the vehicle or vehicles specified in the Quotation to which the Services shall relate.

- 1.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 A reference to **writing** or **written** includes fax and email.

## **2. Basis of contract**

- 2.1 The Quotation given by Modul-System shall not constitute an offer, and is only valid for a period of 60 Business Days from its date of issue. The Buyer may make an offer to purchase the Goods and Services described in a Quotation during this period in accordance with these Conditions. This offer shall only be deemed to be accepted when Modul-System issues written acceptance of the offer at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.2 Any samples, drawings, descriptive matter or advertising issued by Modul-System and any descriptions of the Goods or illustrations or descriptions of the Services contained in Modul-System's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.5 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 Modul-System shall be subject to correction without any liability on the part of Modul-System.
- 2.6 Modul-System reserves the right to amend the Quotation if required by any applicable statutory or regulatory requirement, and Modul-System shall notify the Buyer in any such event

### **3. Delivery of Goods and Performance of Services**

- 3.1 Modul-System shall provide the Goods and perform the Services in accordance with the Quotation in all material respects.
- 3.2 Modul-System shall use all reasonable endeavours to meet any performance dates for the Services specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Modul-System may rearrange the time for supply of the Services on at least 24 hours notice prior to their agreed start time.
- 3.3 Modul-System warrants that on delivery, and for a period of 12 months from the date of delivery ("**warranty period**"), the Goods and Services shall:
  - 3.3.1 conform in all material respects with the Quotation; and
  - 3.3.2 be free from material defects in design, material and workmanship.
- 3.4 Subject to clause 3.6, Modul-System shall, at its option, repair or replace the defective Goods, reperform the Services, or refund the price of the defective Goods and/or Services in full if:
  - 3.4.1 the Buyer gives notice in writing within the warranty period that some or all of the Goods or Services do not comply with the warranty set out in clause 3.3;
  - 3.4.2 Modul-System is given a reasonable opportunity of examining such Goods; and
  - 3.4.3 the Buyer (if asked to do so by Modul-System) returns such Goods to Modul-System's place of business at the Buyer's cost.
- 3.5 Modul-System may invoice the Buyer for labour costs associated with repairing or replacing Goods under the warranty in clause 3.3.
- 3.6 Modul-System shall not be liable for the Goods' or Services' failure to comply with the warranty in clause 3.3 if:
  - 3.6.1 the price for the Goods and Services has not been paid;
  - 3.6.2 the defect arises as a result of defects in parts, materials or equipment not manufactured by Modul-System, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as given by the manufacturer to Modul-System;
  - 3.6.3 the Buyer makes any further use of such Goods after giving a notice in accordance with clause 3.4.1;
  - 3.6.4 the defect arises because the Buyer failed to follow Modul-System'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;

- 3.6.5 the defect arises as a result of Modul-System following any drawing or design supplied by the Buyer;
  - 3.6.6 the Buyer alters or repairs such Goods without the written consent of Modul-System;
  - 3.6.7 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
  - 3.6.8 the Goods or Services differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 3.7 Except as provided in this clause 3, Modul-System shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 3.3.
- 3.8 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Modul-System.

#### **4. Delivery of Vehicle**

- 4.1 If the Delivery Location is Modul-System's Premises, the Buyer shall collect the Vehicle from Modul-System's Premises on the date Modul-System notifies the Buyer that the Vehicle is ready for collection. If the Delivery Location is any location other than Modul-System's Premises, Modul-System shall deliver the Vehicle to the Delivery Location on the agreed date.
- 4.2 Any dates quoted for delivery of the Vehicle are approximate only, and the time of delivery is not of the essence. Modul-System shall not be liable for any delay in delivery of the Vehicle that is caused by a Force Majeure Event or the Buyer's failure to provide Modul-System with adequate delivery instructions or any other instructions that are relevant to the delivery of the Vehicle.
- 4.3 If the Buyer fails to take delivery of the Vehicle, then except where such failure or delay is caused by a Force Majeure Event or by Modul-System's failure to comply with its obligations under the Contract, Modul-System shall store the Vehicle until delivery takes place, and may charge the Buyer for all related costs and expenses (including insurance).

#### **5. Title and risk**

- 5.1 The risk in the Goods shall pass to the Buyer on completion of delivery. If the Goods are damaged after the risk has passed to the Buyer, but before the supply of the Services, Modul-System may invoice the Buyer for any resulting increase in the cost of the Services.

- 5.2 Title to the Goods shall not pass to the Buyer until Modul-System receives payment in full (in cash or cleared funds) for the Goods and any other goods that Modul-System has supplied to the Buyer.
- 5.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
- 5.3.1 store the Goods so that they remain readily identifiable as Modul-System's property;
  - 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Modul-System's behalf from the date of delivery;
  - 5.3.4 notify Modul-System immediately if it becomes subject to any of the events listed in clause 12.1.1 to clause 12.1.3; and
  - 5.3.5 give Modul-System such information relating to the Goods as Modul-System may require from time to time.
- 5.4 The Buyer shall not be entitled to pledge or in any other way charge by way of security for any indebtedness any of the Goods which remain the property of Company, but if the Buyer does so all monies owing by the Buyer to Modul-System shall (without limiting any other right or remedy of Modul-System) immediately become due and payable.
- 5.5 Until such time as the title in the Goods passes to the Buyer, Modul-System may at any time:
- 5.5.1 require the Buyer to deliver up all Goods in its possession; and
  - 5.5.2 if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

## **6. Buyer's obligations**

- 6.1 The Buyer shall:
- 6.1.1 ensure that the terms of the Quotation are complete and accurate;
  - 6.1.2 co-operate with Modul-System in all matters relating to the Services;
  - 6.1.3 ensure that if a Vehicle is to be delivered to Modul-System's Premises it shall notify Modul-System in writing of a two hour delivery window no less than 48 hours in advance.
  - 6.1.4 provide Modul-System with such information and materials as Modul-System may reasonably require in order to supply the Goods and Services, ensure that such information is complete and accurate in all material respects, and ensure that such information

- is provided in sufficient time to enable Modul-System to supply the Goods and Services;
- 6.1.5 ensure that the Vehicle and the Services Location (if the Services Location is the Buyer's Premises) are safe for work;
  - 6.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 6.1.7 keep all materials, equipment, documents and other property of Modul-System ("**Modul-System Materials**") at the Buyer's premises in safe custody at its own risk, maintain Modul-System Materials in good condition until returned to Modul-System, and not dispose of or use Modul-System Materials other than in accordance with Modul-System's written instructions or authorisation; and
  - 6.1.8 check that the Goods and Services have been satisfactorily provided in all respects, and if the Buyer is not present at the time of the provision of the Goods and Services they will be deemed to have been completed to the Buyer's satisfaction.
- 6.2 If the Service Location is the Buyer's Premises, the Buyer shall ensure:
- 6.2.1 that there is sufficient space to allow the Vehicle doors to be opened without obstruction;
  - 6.2.2 that there is sufficient space to allow access to the roof of the Vehicle if such access is necessary under the Contract;
  - 6.2.3 that the Service Location is covered if the weather conditions are poor;
  - 6.2.4 that the Vehicle and the Goods are present and accessible;
  - 6.2.5 that there is adequate access to parking; and
  - 6.2.6 that the Service Location is accessible by vehicle.
- 6.3 If Modul-System's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("**Buyer Default**"):
- 6.3.1 without limiting or affecting any other right or remedy available to it, Modul-System shall have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations in each case to the extent the Buyer Default prevents or delays Modul-System's performance of any of its obligations;
  - 6.3.2 Modul-System shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from Modul-

System's failure or delay to perform any of its obligations as set out in this clause 6.3; and

- 6.3.3 the Buyer shall reimburse Modul-System on written demand for any costs or losses sustained or incurred by Modul-System arising directly or indirectly from the Buyer Default.

## **7. Charges and payment**

### **7.1 The price for Goods:**

7.1.1 shall be the price set out in the Quotation or, if no price is quoted, the price set out in Modul-System's published price list as at the date of the order; and

7.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Buyer.

### **7.2 The charges for Services:**

7.2.1 shall be the price set out in the Quotation or, if no price is quoted, the charges shall be calculated in accordance with Modul-System's published price list as at the date of the order; and

7.2.2 shall be exclusive of all expenses reasonably incurred by the individuals whom Modul-System engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Modul-System for the performance of the Services, and for the cost of any materials. Such expenses shall be invoiced to the Buyer.

### **7.3 Modul-System reserves the right to increase the price of the Goods or Services, by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods or Services to Modul-System that is due to:**

7.3.1 any factor beyond the control of Modul-System (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

7.3.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods or Services ordered, or the Quotation; or

7.3.3 any delay caused by any instructions of the Buyer in respect of the Goods or Services or failure of the Buyer to give Modul-System adequate or accurate information or instructions in respect of the Goods or Services.

### **7.4 Modul-System shall be entitled to invoice the Buyer in respect of the Goods and Services on or at any time after the Commencement Date.**

- 7.5 The Buyer shall pay each invoice submitted by Modul-System:
- 7.5.1 within 30 days End of month from the date of the invoice or earlier if requested by Modul-System; and
  - 7.5.2 in full and in cleared funds to a bank account nominated in writing by Modul-System, and
- time for payment shall be of the essence of the Contract.
- 7.6 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by Modul-System to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from Modul-System, pay to Modul-System such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 7.7 If the Buyer fails to make a payment due to Modul-System under the Contract by the due date, then, without limiting Modul-System's remedies under clause 12 (Termination), the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.7 will accrue each day at the rates specified under the Late Payment of Commercial Debts (Interest) Act 1988.
- 7.8 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).

## **8. Indemnity**

- 8.1 Subject to clause 11 Modul-System shall indemnify the Buyer against all damages, reasonable professional costs and expenses suffered or incurred by the Buyer arising out of or in connection with any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods, provided that:
- 8.1.1 Modul-System is given full control over any proceedings or negotiations in connection with the claim;
  - 8.1.2 the Buyer shall give Modul-System all reasonable assistance for the purposes of any such proceedings or negotiations;
  - 8.1.3 the Buyer shall not pay or accept the claim, or compromise any such proceedings without the consent of Modul-System (which shall not be unreasonably withheld);
  - 8.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement and this indemnity shall not apply to

the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best efforts to do);

8.1.5 Modul-System shall be entitled to the benefit of and the Buyer shall accordingly account to Modul-System for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (such consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and

8.1.6 without limiting any duty of the Buyer at common law, Modul-System may require the Buyer to take such steps as Modul-System may reasonably require to mitigate or reduce any such loss, damages, costs, or expenses for which Modul-System is liable to indemnify the Buyer under this clause.

## **9. Intellectual property rights**

9.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by the Buyer) shall be owned by Modul-System.

9.2 The Buyer grants Modul-System a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Buyer to Modul-System for the term of the Contract for the purpose of providing the Services to the Buyer.

## **10. Confidentiality**

10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

10.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 The Buyer acknowledges that any designs, descriptions, visual representations or detailed product information provided by Modul-System to the Buyer are confidential information, and disclosure of the confidential information outlined in this clause, except as permitted by clause 102., would cause Modul-System irreparable harm for which there is no adequate remedy at law.

- 10.4 The Buyer shall indemnify Modul-System against all liabilities, costs, expenses, damages and losses suffered or incurred by Modul-System arising out of or in connection with disclosure of the confidential information outlined in clause 10.3.
- 10.5 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## **11. Limitation of liability**

- 11.1 The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
  - 11.2.1 death or personal injury caused by negligence;
  - 11.2.2 fraud or fraudulent misrepresentation; and
  - 11.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.3 Subject to clause 11.2, Modul-System's total liability to the Buyer in respect of all breaches of duty under the Contract shall not exceed the price paid by the Buyer for the Goods and the Services under the Contract.
- 11.4 Subject to clause 11.2, Modul-System shall have no liability for the following types of loss, which are wholly excluded:
  - 11.4.1.1 loss of profits;
  - 11.4.1.2 loss of sales or business;
  - 11.4.1.3 loss of agreements or contracts;
  - 11.4.1.4 loss of anticipated savings;
  - 11.4.1.5 loss of or damage to goodwill; and
  - 11.4.1.6 indirect or consequential loss.
- 11.5 Modul-System has given commitments as to compliance of the Goods and Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.6 Unless the Buyer notifies Modul-System that it intends to make a claim in respect of an event within the notice period, Modul-System shall have no liability for that event. The notice period for an event shall start on the day

on which the Buyer became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- 11.7 Modul-System shall have no liability to the Buyer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Buyer which are incomplete, incorrect, inaccurate, illegible, out of sequence or the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Buyer.
- 11.8 This clause 11 shall survive termination of the Contract.

## **12. Termination**

- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.1.1 the other party 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), 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;
  - 12.1.2 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 12.1.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2 Without affecting any other right or remedy available to it, Modul-System may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 12.3 Without affecting any other right or remedy available to it, Modul-System may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and Modul-System if the Buyer fails to pay any amount due under the Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 12.1.1 to clause 12.1.3, or Modul-System reasonably believes that the Buyer is about to become subject to any of them.
- 12.4 The Buyer may terminate the Contract with immediate effect with the written consent of Modul-System. In the event of such termination the Buyer shall indemnify Modul-System 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 Modul-System as a result of termination.

### **13. Consequences of termination**

#### **13.1 On termination of the Contract:**

13.1.1 the Buyer shall immediately pay to Modul-System all of Modul-System's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, Modul-System shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

13.1.2 the Buyer shall return all of Modul-System Materials and any Goods which have not been fully paid for. If the Buyer fails to do so, then Modul-System may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

13.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

### **14. Force majeure**

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**).

### **15. General**

#### **15.1 Assignment and other dealings.**

15.1.1 Modul-System may assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

15.1.2 The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

15.2 **Notices.** Any notice given under this Contract shall be in writing and shall be delivered or sent by pre-paid registered post or by email to the address of the relevant party as set out in the Quotation, or to such address within the United Kingdom as subsequently notified to the other party from time to

time. In the case of post, the notice shall be deemed to have been received 48 hours after it was posted, and in the case of email, provided no notice of non-delivery is received, as soon as it has finished being sent unless this time falls outside 9:00am to 5:00pm on a Business Day, in which case it will be deemed to have been received on the next Business Day.

- 15.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 15.6 **Entire agreement.**
- 15.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 15.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 15.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

- 15.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 15.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 15.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.