

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 Definitions: In these Conditions, the following definitions apply:

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

Conditions: the terms and conditions set out in this document.

Consumer: a natural person who, in entering into a Contract, is acting for purposes that are wholly or mainly outside of their trade, business, craft, or profession.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods (and, where applicable, the use of Unboxed₂@ containers) which is formed in accordance with clause 2.3 of these Conditions.

Contract Documents: these Conditions and the relevant Order Confirmation and any Specification referred to in the Order Confirmation (or otherwise agreed in writing between the parties).

Customer: the person or Company who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 12.

Goods: items set out in the Order Confirmation (excluding Unboxed₂@ containers, which remain the Supplier's property).

Order: the Customer's order for the Goods.

Order Confirmation: a written acceptance issued by the Supplier of the Customer's Order to purchase Goods.

Specification: any specification for the Goods, including any related plans and drawings, which are agreed in writing by the Customer and the Supplier.

Supplier: Burmatex Limited (registered in England and Wales with company number 00596538), whose registered office is at Victoria Mills, Ossett, West Yorkshire, WF5 0AN and whose VAT number is GB168959493.

Unboxed₂@ Containers: the reusable delivery containers and lids provided by the Supplier for the transport and handling of Goods. Unboxed₂@ Containers remain the property of the Supplier at all times.

1.2 Construction: In these Conditions, the following rules apply: (a) A Person includes individuals and bodies corporate, (b) "Including" etc. is illustrative, not limiting, and (c) "Writing" includes email.

2. BASIS OF CONTRACT

2.1 Any goods and prices shown on the Supplier's website, catalogues, advertisements, or other materials constitute an invitation to treat only, not an offer. Such materials are illustrative only, give an approximate description, and shall not form part of the Contract.

2.2 The Customer may place an Order with the Supplier by telephone/orally or in writing. Each Order is an offer by the Customer to purchase the Goods in question from the Supplier subject to these Conditions. The Customer warrants that, if it is a Consumer, it is capable of entering into binding contracts.

2.3 Each Order shall be deemed accepted by the Supplier upon the earliest of (i) the issue by the Supplier of an Order Confirmation; or (ii) the despatch of the Goods. Acceptance in accordance with this clause will create a binding Contract, upon the terms set out in the Contract Documents.

2.4 The Customer should read the Contract Documents and notify the Supplier as soon as possible (but in any event prior to despatch of the Goods) if anything within them is incorrect.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 The Contract Documents constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract, or the Unboxed₂@ Service Agreement. However, nothing in this clause will be deemed to exclude any liability for fraud.

2.7 The Supplier reserves the right to refuse any Order if it reasonably believes that an offence of bribery or corruption may have been committed in relation to that Order. The Customer shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 (or any other applicable anti-bribery or corruption legislation). The Customer shall indemnify the Supplier against all losses, costs, damages and expenses incurred by the Supplier as a result of any breach of this provision.

2.8 No Order accepted by the Supplier may be cancelled by the Customer without the prior written agreement of an authorised representative of the Supplier. Orders for Goods made to the Customer's specifications (including custom colours or designs, which may include overage within normal manufacturing tolerances that the Customer agrees to accept at the agreed unit price) are non-cancellable under any circumstances. Where cancellation of standard Goods is agreed in writing, it shall be subject to a handling charge of not less than 20% of the order value, to cover the Supplier's costs and any direct losses. The Customer shall indemnify the Supplier in full against all costs, losses (including loss of profit), damages, or expenses incurred by the Supplier as a result of such cancellation.

2.9 Except where required by law, the Supplier is under no obligation to accept the return of any Goods which conform to the Contract after delivery. Where the Supplier, at its sole discretion, agrees in writing to accept such returns, they must be returned in the original packaging, in resalable condition, and at the Customer's cost. A handling charge of not less than 20% of the order value will apply to any such returns, to reflect the Supplier's costs and direct losses. The Supplier may increase this charge where its actual costs and losses exceed 20%.

3. GOODS

3.1 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements, or if reasonably required by the Supplier (provided in the latter case that changes do not materially affect the quality or performance of the Goods).

3.2 Any advice provided by the Supplier in addition to the Goods will be provided with reasonable care and skill and the costs of the same will be included within the price of the Goods.

4. DELIVERY

4.1 The Supplier will deliver Goods to the Customer at the address for delivery set out in the Order Confirmation, or such other address as the parties may agree in writing, in accordance with the provisions of this clause ("Delivery Location").

4.2 If the Order Confirmation refers to delivery in accordance with a particular provision of Incoterms®, the referenced provisions shall apply and be deemed incorporated into the Contract, taking precedence over any conflicting terms in these Conditions (but not over the Order Confirmation). Delivery terms shall be interpreted in accordance with the version of Incoterms® in force at the date of the Contract, as published by the International Chamber of Commerce.

4.3 Delivery of the Goods shall be completed on their arrival at the relevant Delivery Location. Delivery will be made to the most convenient point at the Customer's premises, and unloading shall be the Customer's responsibility and at the Customer's risk.

4.4 Any delivery dates quoted are approximate only, and time of delivery is not of the essence. The Supplier shall not be liable for any delay or failure in delivery.

4.5 If no delivery date has been agreed, the Supplier will deliver within 30 days of the Order Confirmation. If, at the Customer's request, no date was agreed at formation or delivery is deferred, and delivery is not requested within 30 days, the Supplier may charge storage at its usual rates. If the Customer does not request or accept delivery within 120 days of the Order Confirmation, the Supplier may either invoice the full price (payable by the Customer) or treat the Contract as discharged, with no refund of sums paid for such Goods.

4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to: (i) where the Customer is not a Consumer, the reasonable cost incurred in obtaining equivalent goods elsewhere (less the Contract price); and (ii) where the Customer is a Consumer, reimbursement of the Contract price of the Goods.

4.7 If the Customer fails to accept delivery (other than for Force Majeure or the Supplier's breach): (a) delivery is deemed completed; (b) the Supplier may store the Goods and charge all related costs (including insurance, storage and any re-delivery attempt); and (c) the parties will seek a new delivery date within 20 Business Days of the first attempt. If no new date is agreed, or delivery is refused again, the Supplier may treat the Contract as discharged for repudiatory breach and dispose of the Goods at the best price reasonably obtainable, without prejudice to its other rights.

4.8 Except where the Customer is a Consumer, the Customer shall: (a) inspect the Goods on delivery, note any visible damage or shortfall on the delivery documentation, and notify the Supplier in writing within three (3) Business Days of delivery; and (b) notify the Supplier in writing of any concealed damage within seven (7) days of delivery. In all cases, notice must be given before the Goods are fitted or used. If the Customer fails to comply with this clause 4.8, the Customer shall be deemed to have accepted the Goods and, subject to any other Conditions or applicable written guarantees, the Supplier shall have no liability for such damage or shortfall. Nothing in this clause affects the rights of Consumers.

4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment. The Supplier shall be entitled to suspend further deliveries of instalments if any invoice issued by it to the Customer for any Goods is overdue.

4.10 Unboxed₂@ Delivery Service

Unboxed₂@ is a reusable packaging, waste-free delivery service using durable containers designed for continuous reuse. Where this service is available and selected by the Customer, the Customer and Supplier will enter into a separate agreement, which forms part of the Contract and sets out the operating details, obligations, and any applicable charges. By selecting this service, the Customer agrees that the containers remain the Supplier's property at all times, accepts full responsibility for their safekeeping from delivery to collection, and will make them available for collection in full and undamaged (reasonable wear and tear excepted) within 20 Business Days of delivery, unless otherwise agreed in the separate agreement. Failure to do so will result in the Customer being charged the replacement charge detailed in the separate agreement.

5. QUALITY

5.1 The Supplier warrants that on delivery the Goods shall: (a) conform in all material respects with their description and any Specification, subject to reasonable commercial tolerances; (b) be free from material defects in design, material and workmanship; (c) correspond in all material respects with any sample supplied to the Customer, subject to normal batch variation; and (d) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to clauses 5.3 and 5.4, if the Customer is a Consumer and the Goods do not comply with any of the warranties in clause 5.1, the Supplier shall either repair or replace the defective Goods, or (at the Customer's option) refund the price of the defective Goods in full.

5.3 If the Customer considers that the Goods do not comply with the warranties in clause 5.1, the Customer will: (a) give notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranties set out in clause 5.1; (b) give the Supplier a reasonable opportunity of examining such Goods; and (c) (unless the Customer is a Consumer and only if asked to do so by the Supplier) return such Goods to the Supplier's place of business at the Customer's cost.

5.4 The Supplier shall not be liable for the failure of the Goods to comply with the warranties set out in clause 5.1 in any of the following events: (a) the defect arises because the Customer, or the agent appointed by the Customer to fit the Goods, failed to follow the Supplier's oral or written instructions as to the use and maintenance of the Goods or the fitting/installation of the Goods; or (b) the defect arises as a result of fair wear and tear (including wear and tear caused by stiletto heels or other objects with intense loading points), wilful damage, negligence, or abnormal storage or environmental conditions (including conditions of excessive moisture or extremes of heat or light).

5.5 The Supplier reserves the right to provide the Customer with any further guarantees in relation to the Goods in its absolute discretion. If the Customer is a Consumer, any such further guarantees are in addition to its legal rights where Goods are faulty or do not conform to the Contract. Details of these legal rights can be obtained from the Citizens Advice Bureau (in the UK) or a solicitor.

5.6 Except as provided in this clause 5 and subject in particular to clause 5.5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranties set out in clause 5.1, and all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.7 The Customer acknowledges that, due to the inherent characteristics of textile flooring manufactured from synthetic materials, minor variations in colour, texture, or shading may occur and may result in the Goods appearing slightly different from any sample or previous batch. The Customer agrees that such variations are commercially acceptable and within industry standards and do not constitute a breach of these Conditions. The Supplier accepts no responsibility for the matching of colours between Goods ordered at different times. The Customer further acknowledges that colour fastness cannot be guaranteed where the Goods are exposed to extraordinary levels of heat, light, or chemical agents.

5.8 Neither the Supplier's employees nor agents are authorised to make any representations concerning the Goods or their storage, application or use, unless they are confirmed in writing by the Supplier.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on delivery in accordance with clause 4. For the avoidance of doubt, risk in any Unboxed₂@ Containers and lids shall also pass to the Customer on delivery and shall remain with the Customer until such containers and lids are collected by or returned to the Supplier.

6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for: (a) the Goods; and (b) any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall: (a) hold the Goods on a fiduciary basis as the Supplier's Bailee; (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; (c) not remove, deface or obscure any identifying mark on or relating to the Goods;

(d) not pledge or charge by way of security or indebtedness any of the Goods; (e) maintain the Goods in satisfactory condition and insured for their full price against all risks, holding any insurance proceeds on trust for the Supplier; (f) notify the Supplier immediately if it becomes subject to any of the events listed in clauses 9.1(c) to (k) inclusive; and (g) promptly if requested by the Supplier, assign to the Supplier all rights which the Customer may have against any third party to whom the Customer may have sold the Goods.

6.4 Subject to clause 6.3 above, the Customer may, prior to title in the Goods passing to the Customer, resell or use the Goods in the ordinary course of its business provided that notice of the Supplier's retention of title (as set out in this clause 6) is given to the buyer of such Goods.

6.5 In the event of any re-sale by the Customer of the Goods as provided for by clause 6.4 above, the Customer shall ensure that the entire proceeds arising by virtue of any such sale of the Goods shall be held in trust for the Supplier and shall not be mixed with any other monies or paid into any overdraft bank account and shall at all times be identifiable as monies belonging to the Supplier. For the avoidance of any doubt, any breach of this provision may be enforced by the Supplier against either the Customer or against any administrator, administrative receiver or liquidator (whether in their personal capacities or otherwise) of the Customer.

6.6 For the avoidance of doubt, all Unboxed₂@ Containers and lids remain the property of the Supplier at all times. Risk in the Unboxed₂@ Containers passes to the Customer upon delivery and remains with the Customer until collection by the Supplier. The Customer shall keep such containers secure and in good condition, and shall indemnify the Supplier for the cost of repair or replacement where any container or lid is not returned or is returned damaged (other than through fair wear and tear).

6.7 If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clauses 9.1(c) to (k) inclusive, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly (and notwithstanding any termination of the Contract), the Supplier (or any agent of the Supplier) may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

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7. INTELLECTUAL PROPERTY

- 7.1 Subject to clause 7.2, all intellectual property rights in the Goods will vest, and remain vested in, the Supplier and/or its licensors unless otherwise agreed in writing between the parties (such agreement of the Supplier to be evidenced by the signature of an authorised representative of the Supplier)
- 7.2 The Customer may not use any supplier branding (including eco_matters® and Unboxed,) on Goods or in advertising, promotional material, websites or public communications without the Supplier's prior written consent. All rights in the Branding remain the Supplier's, and no licence is granted unless expressly agreed in writing.
- 7.3 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages, and losses (including direct, indirect, or consequential loss, loss of profit, and loss of reputation, plus all interest, penalties, and professional costs) arising from any claim that the Supplier's use of the Customer's intellectual property, or of any Specification or design supplied by the Customer, infringes the rights of a third party.
- 7.4 This clause 7 shall survive termination of the Contract.

8. PRICE AND PAYMENT

- 8.1 The price of the Goods shall be the price set out in the Order Confirmation, or, if no price is set out in the Order Confirmation, the price set out in the Supplier's published price list in force as at the date of delivery.
- 8.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, or changes in law); (b) any request by the Customer to change the delivery date(s), delivery address, quantities or types of Goods ordered, or the Specification; or (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 8.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, and any design costs associated with producing custom designs on the Goods for the Customer, all of which shall be notified to the Customer in the Order Confirmation, will be invoiced to the Customer, and which the Customer will pay as if such costs were part of the price of the Goods.
- 8.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 8.5 The Supplier may invoice the Customer for the Goods on or at any time after the despatch of the Goods, at which point the Customer's payment obligation shall arise irrespective of the timing of delivery. The Supplier reserves the right to require payment in advance of despatch, and any such requirement will be confirmed within the Order Confirmation (or later in writing if the Supplier has granted the Customer credit subject to a credit check and the results of the credit check are not to the Supplier's satisfaction).
- 8.6 The Customer shall pay the Supplier's invoice for the Goods in full, in the currency stated on the invoice (which will be pounds sterling unless otherwise agreed in writing), and in cleared funds by the 20th day of the month following the month in which the invoice is dated. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 8.7 If the Customer fails to pay by the due date, the Supplier may suspend any further deliveries and charge interest on the overdue amount at 8% above the Bank of England base rate, in line with the Late Payment of Commercial Debts (Interest) Act 1998, plus a fixed compensation fee as permitted under the Act. Where the Customer is a Consumer, interest will instead be charged at 4% above HSBC's base rate, and no compensation fee will apply. Interest accrues daily until full payment is received.
- 8.8 The Supplier reserves the right to appropriate any payment received by it from the Customer to the whole or any part of any debt whatsoever due, owing or incurred by the Customer.
- 8.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and (unless the Customer is a Consumer) the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.
- 8.10 The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. TERMINATION

- 9.1 Either party may terminate the Contract with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any undisputed amount due under the Contract on the due date and remains in default for at least 14 days after being notified in writing to make such payment; or (b) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy it within 30 days of receiving written notice to do so; or (c) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or (e) a petition is filed, a notice given, a resolution passed, or an order made, for the winding up of that party; or (f) a creditor or encumbrancer attaches or takes possession of, or any distress, execution, sequestration or other process is levied or enforced on, any part of its assets and such process is not discharged within 14 days; or (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed; or (h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or (j) any event occurs in any jurisdiction to which that party is subject that has an effect equivalent or similar to any of the events mentioned in clauses (c) to (i) above; or (k) the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business.
- 9.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. In particular, where the Customer terminates the Contract under clauses 9.1(c) to 9.1(i) (inclusive) after despatch of the Goods the Customer shall remain obliged to pay for those Goods. Any clauses which expressly or by implication are intended to survive termination shall remain in full force and effect.

10. LIMITATION OF LIABILITY

- 10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) any other liability that cannot lawfully be excluded or limited; and (d) (where the Customer is a Consumer only) losses that are a foreseeable result of the Supplier's breach of contract.
- 10.2 Subject to clause 10.1, the Supplier is not liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect or consequential loss (including loss of profit, business or goodwill) arising under or in connection with the Contract.
- 10.3 Except where the Customer is a Consumer, any action for breach of any Contract shall be commenced by the Customer within one year of the Customer becoming aware of the alleged cause of action.

11. EXPORT SALES

- 11.1 The provisions of this clause 11 apply only where the Supplier supplies Goods for export from the United Kingdom.
- 11.2 The Customer is responsible, at its own cost, for complying with any legislation or regulations relating to the importation of the Goods and obtaining such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Customer will make those licences and consents available to the Supplier prior to the relevant shipment.

- 11.3 If any applicable law requires the Customer to withhold or deduct any sum from the amount payable to the Supplier, the Customer shall gross up the payment so that the Supplier receives the full amount it would have received had no such withholding or deduction been required.
- 11.4 Section 26(3) of the Unfair Contract Terms Act 1977 shall apply and the Supplier's liability for death or injury arising directly or indirectly from the sale of the Goods where the Customer's main place of business or habitual residence is outside of the United Kingdom shall be excluded to the fullest extent permitted by law applicable in the jurisdiction where the Customer is located. For the avoidance of doubt, the Supplier shall have no obligation to give the Customer notice under section 32(3) of the Sale of Goods Act 1979.
- 11.5 Delivery terms (including responsibility for freight, insurance, and duties) shall be as set out in the Order Confirmation, applying the relevant Incoterms® 2020 rule.
- 11.6 The Supplier reserves the right to require payment in advance of despatch of the Goods. The Supplier may, at its sole discretion, accept payment by way of an irrevocable letter of credit confirmed by a UK clearing bank at the Customer's expense.

12. FORCE MAJEURE

Neither party shall be liable for any failure nor delay in performing its obligations under the Contract, to the extent such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event or circumstance beyond a party's reasonable control, including (without limitation) industrial disputes, failure of energy sources or transport networks, acts of God, war, terrorism, riot, civil commotion, natural disasters, extreme weather, epidemics, pandemics, or the default of suppliers or subcontractors. The party affected by a Force Majeure Event shall notify the other party in writing as soon as reasonably practicable of the nature and expected duration of the event. If the Force Majeure Event prevents, hinders, or delays performance for a continuous period of more than 90 days, either party may terminate the Contract immediately by giving written notice to the other party.

13. GENERAL

13.1 Assignment and subcontracting.

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier. The Customer shall not resell or distribute the Goods to any third party in any territory outside the agreed territory of sale without the prior written agreement of an authorised representative of the Supplier.

13.2 Data Protection.

The Supplier processes personal data under UK GDPR and the Data Protection Act 2018, as set out in its Privacy Policy at <https://www.burmatex.co.uk/privacy-policy>. Customers may complain to the ICO (<https://ico.org.uk>). Where data is transferred outside the UK (including under clause 11), the Supplier will use appropriate safeguards (e.g., the UK IDTA, the UK Addendum to the EU SCCs, or other ICO-approved mechanisms).

13.3 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and may be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier, or by email. Notices shall be addressed to the recipient at the address or email address set out in the Order Confirmation or as otherwise notified in writing. (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.3(a); if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. (c) If sent by email, at the time of transmission, provided that no bounce-back or delivery failure notice is received. This clause does not apply to the service of any proceedings or other documents in any legal action.

13.4 Severance.

(a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.5 Waiver.

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.6 Third party rights.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.7 Variation.

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by an authorised representative of both the Supplier and the Customer. The Supplier reserves the right at any time without notice to vary these terms and conditions of sale, or to withdraw any goods from its range or alter the design specification or manufacture of any goods but any variation will not apply to any Contract that has been formed in accordance with clause 2.3 prior to the variation.

13.8 Confidentiality.

Each party shall keep confidential, and not use for its own purposes (other than as required for performance of the Contract), any confidential information of the other party, including technical data, product specifications, pricing, and customer lists. Confidential information does not include information that: (i) is or becomes public (other than through breach); (ii) was lawfully in the receiving party's possession before disclosure; (iii) is independently developed without use of the disclosing party's information; or (iv) is lawfully obtained from a third party without a duty of confidence. Each party may disclose confidential information to its employees, officers, professional advisers, insurers and contractors who need to know it for the Contract and are bound by confidentiality obligations no less strict than this clause. Confidential information may otherwise be disclosed where required by law or agreed in writing by the other party. This obligation shall continue for five (5) years after termination of the Contract.

13.9 Governing law and jurisdiction.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.