



SUPPLY OF GOODS CONTRACT TO DEALER

THIS CONTRACT IS TO BE REVIEWED AS PART OF THE DYMAG ONLINE APPLICATION FORM (online form : F01-01)

This Contract is made up of the following: (a) the Dealer Application Form (F01-01); (b) the Conditions; and (c) the Order Confirmation Form, which will be supplied with each order. If there is any conflict or ambiguity between the terms of the documents, a term contained in a document earlier in the list shall have priority over one contained in a document later in the list. This Contract has been entered into on the date that it is signed by the parties.

CONDITIONS

1. DEFINITIONS

1.1 The following definitions apply in these Conditions:

Business Day	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
Conditions	these terms and conditions;
Contract	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with the Dealer Application Form (F01-01), these Conditions and the Order Confirmation Form;
Delivery Date	the date specified for delivery of an Order in accordance with clause 3;
Expenses	any out-of-pocket costs incurred by the Supplier in fulfilling an Order, including (without limitation): postage, packing, carriage, freight, and handling charges; insurance; currency conversion and banking charges applicable to the payment method used; value added tax or any other applicable sales tax in the country in which the Supplier is resident; and any customs, import or other duties charged in respect of the sale and importation of Goods into the country in which the Customer is resident or the delivery location is located;
Goods	the goods (or any part of them), as set out in the Order



Order	Confirmation Form; an order for the Goods submitted by the Customer in accordance with clause 3;
Order Confirmation Form	an order confirmation form submitted by the Supplier (in the form set out in the Dealer Application Form (F01-01)) to be sent by the Customer to the Supplier, requesting the supply of Goods or confirming an oral order for Goods; and
Price	the price for the Goods, as from time to time charged by the Supplier.

2. COMMENCEMENT AND TERM

- 2.1 This Contract shall commence on the date that this Contract was signed by the parties and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other party twenty (20) Business Days' written notice to terminate.
- 2.2 During the term, these Conditions shall apply to all arrangements between the parties for the Supplier to supply and the Customer to buy Goods unless the parties agree otherwise in writing.

3. ORDERS

- 3.1 When the Customer wishes to purchase Goods, it shall contact the Supplier in order to provide detailed specifications of the wheels required.
- 3.2 The Supplier shall then provide the Customer with an Order Confirmation Form showing the specification to be supplied.
- 3.3 If, following the receipt of an Order Confirmation Form, the Customer wishes to place an order for Goods, it shall send the signed and dated Order Confirmation Form to the Supplier within five Business Days.
- 3.4 It is acknowledged and agreed the Customer may submit an order orally provided that an order made orally is confirmed by a signed Order Confirmation Form.
- 3.5 An Order shall be treated as an offer by the Customer to contract with the Supplier, but shall not be binding on the Customer until accepted by the Supplier.
- 3.6 The Supplier may accept or decline Orders at its absolute discretion. The Supplier may, at its discretion, accept an amendment to an Order by the Customer.



- 3.7 After confirming an Order, the Supplier shall as soon as is practicable inform the Customer of the Supplier's estimated delivery date for the Order (**Delivery Date**)
- 3.8 The Customer shall give the Supplier all necessary information that the Supplier reasonably requires in order to fulfil each Order.
- 3.9 The Customer is responsible for ensuring that the terms of the Order and Order Confirmation Form are complete and accurate in all respects.

4. **THE GOODS**

- 4.1 Any drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 4.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

5. **DELIVERY**

- 5.1 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 5.2 Delivery of the Goods shall take place at the Supplier's premises where the Goods shall be made available for collection. Unless otherwise agreed, the Customer shall arrange for any onward transport of the Goods.
- 5.3 Acceptance of any change to the delivery location requested by the Customer shall be at the Supplier's sole discretion and the Customer shall be liable for any additional Expenses incurred by the Supplier as a result of such change. The Supplier shall arrange for suitable transport to the delivery location.
- 5.4 The Supplier shall endeavour to deliver Goods to the delivery location on the relevant Delivery Date.



- 5.5 Unless otherwise agreed, delivery is completed once the Goods have been delivered to the carrier appointed to transport the Goods from the Supplier's premises.
- 5.6 Delivery Dates are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of any Goods that is caused by:
- 5.6.1 a Force Majeure Event; or
 - 5.6.2 the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods; or
 - 5.6.3 failure to make payment in accordance with agreed payment terms as defined in clause 9.7.
- 5.7 If ten (10) Business Days after the day on which the Supplier made the Goods available for collection, the Customer has not taken delivery those Goods, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods, or charge the Customer for any shortfall below the price of the Goods.
- 5.8 The Supplier may deliver Orders by instalments, which may be invoiced and paid for separately. The Customer may not cancel an instalment because of any delay in delivery or defect in another instalment.
- 5.9 The Customer is responsible for obtaining, at its own cost, 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 shall make those licences and consents available to the Supplier prior to the Goods being collected by the Customer or relevant carrier.
- 5.10 The Customer shall only be permitted to resell the Goods to third parties in [TERRITORIES] on a non-exclusive basis.

6. **QUALITY AND FITNESS FOR PURPOSE**

- 6.1 The Supplier warrants that, for a period of twelve (12) months from the date of delivery (**warranty period**), the Goods shall:
- 6.1.1 conform in all material respects with their description;
 - 6.1.2 be free from material defects in design, material and workmanship; and
 - 6.1.3 be fit for any purpose held out by the Supplier.



- 6.2 Subject to clause 6.3, if:
- 6.2.1 the Customer gives notice in writing to the Supplier within ten (10) Business Days of delivery of the Goods that some or all of the Goods do not comply with the warranties set out in clause 6.1;
 - 6.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 6.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
- the Supplier shall, at its option, repair or replace any Goods that are found to be defective, or refund the price of such defective Goods in full.
- 6.3 The Supplier shall not be liable for Goods' failure to comply with the warranties set out in clause 6.1 if:
- 6.3.1 the Customer makes any further use of such Goods after giving notice of defects in accordance with clause 6.2;
 - 6.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 6.3.3 the Customer has at any stage subjected the Goods to any service condition which fall outside the specifications;
 - 6.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 6.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
 - 6.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
 - 6.3.7 the failure to comply with the warranties is as a result of any surface blemish outside the Supplier's quality inspection parameters.



- 6.4 The Supplier's only liability to the Customer if the Goods fail to comply with the warranties set out in clause 6.1 is as set out in this clause 6.
- 6.5 All implied terms are, to the fullest extent permitted by law, excluded from the Contract.
- 6.6 The terms of the Contract shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6.7 If the Customer fails to give notice as specified in clause 6.2 then, except in respect of any defect which is not one which would be apparent on reasonable inspection, the Goods shall conclusively be presumed to comply with the warranty and, accordingly, the Customer shall be deemed to have accepted the delivery of the Goods in question and the Supplier shall have no liability to the Customer with respect to that delivery (except in relation to liability for any latent defects).
- 6.8 The Supplier's reasonable decision as to whether the Goods comply with the warranty shall be final.
- 6.9 The Supplier is not liable for damage to or loss of all or part of the Goods in transit (where the Goods are carried by the Supplier's own transport or by a carrier on behalf of the Supplier), unless the Customer notifies the Supplier of such damage or loss within ten (10) Business Days of receipt of the Goods or the scheduled date of delivery, whichever is the earlier.
- 6.10 The Customer acknowledges and agrees that the Prices reflect the limitations of liability contained in this Contract.

7. **TITLE AND RISK**

- 7.1 Risk in and responsibility for the Goods shall pass to the Customer once they have been delivered to the carrier appointed to transport the Goods from the Supplier's premises.
- 7.2 Title to Goods shall only pass to the Customer once the Supplier receives payment in full (in cash or cleared funds) for them.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1 if requested, store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;



- 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.1.2; and
 - 7.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 7.4 The Customer may resell (but may not deal in any other way with) the Goods to a third party and pass good title to that third party on the following terms:
- 7.4.1 the sale is in the ordinary course of the Customer's business;
 - 7.4.2 the Customer holds the proceeds of any resale on trust for the Supplier in a separate account in the joint names of the Supplier and the Customer and does not mix them with any other money or pay the proceeds into an overdrawn bank account; and
 - 7.4.3 the Customer account to the Supplier for the proceeds accordingly and makes good any shortfall in the amount due to the Supplier.
- 7.5 The Supplier may recover Goods in which title has not passed to the Customer. The Customer irrevocably licenses the Supplier, its officers, employees and agents, to enter any premises of the Customer (including with vehicles), in order to satisfy itself that the Customer is complying with the obligations in clause 7.3, and to recover any Goods for which property has not passed to the Customer.
8. **PRODUCT RECALL**
- 8.1 If the Customer is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market (**Recall Notice**) it shall immediately notify the Supplier in writing enclosing a copy of the Recall Notice.
 - 8.2 Unless required by law, the Customer may not undertake any recall or withdrawal without the written permission of the Supplier and only then in strict compliance with the Supplier's instructions as to the process of implementing the withdrawal.
9. **PRICE AND PAYMENT**
- 9.1 The Customer shall pay for Goods in accordance with this clause 9.



- 9.2 The Price excludes the Expenses which shall be invoiced to the Customer in addition to the Price.
- 9.3 All amounts of money referred to in this Contract shall be interpreted as being amounts exclusive of value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to the Supplier, the Customer shall increase the sum it pays to the Supplier by the amount necessary to leave the Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
- 9.4 The Supplier may invoice the Customer on or at any time after it confirms the relevant Order to the Customer.
- 9.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 11:
- 9.5.1 the Customer shall pay interest on the overdue amount at the rate of four percent (4%) per annum above Lloyds Bank plc's base rate from time to time (such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment (the Customer shall pay the interest together with the overdue amount)); and
- 9.5.2 the Supplier may suspend all further deliveries of Goods until payment has been made in full.
- 9.6 The Customer shall pay all amounts due under the contract in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by the Supplier to the Customer. The Customer shall notify the Supplier of all deductions withholdings and tax liabilities that apply or may apply to the Customer's purchase of the Goods.
- 9.7 Payment shall be made 50% on order, and 50% before shipment unless other terms are agreed by the Supplier in writing.
10. **LIMITATION OF LIABILITY**
- 10.1 Nothing in this Contract shall limit or exclude the Supplier's liability for:



- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 10.1.2 fraud or fraudulent misrepresentation;
 - 10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 10.1.4 defective Goods under the Consumer Protection Act 1987; or
 - 10.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 10.2 Subject to clause 10.1 the Supplier shall not be liable to the Customer for:
- 10.2.1 any indirect, special or consequential loss or damage; or
 - 10.2.2 loss of data or other equipment or property; or
 - 10.2.3 economic loss or damage; or
 - 10.2.4 incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages); or
 - 10.2.5 any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill; or
 - 10.2.6 loss of profits,
- even if the Supplier is advised in advance of the possibility of any such losses or damages.
- 10.3 Subject to clause 10.1, the Supplier's total liability to the Customer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid and/or payable by the Customer for Goods to which the claim relates.

11. **INTELLECTUAL PROPERTY RIGHTS**

- 11.1 In these Conditions, **Intellectual Property Rights** means all patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade



secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world in or associated with the Goods.

11.2 The Customer acknowledges that:

11.2.1 the Intellectual Property Rights are the Supplier's (or its licensor's) property;

11.2.2 nothing in this Contract shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights (the Supplier asserts its full rights to control the use of its trade marks within the EEA and the Customer shall assist the Supplier as required in preventing parallel importers from diluting the Supplier's rights); and

11.2.3 any reputation in any trade marks affixed or applied to the Goods shall accrue to the sole benefit of the Supplier or any other owner of the trade marks from time to time.

11.3 The Customer shall not repackage the Goods and/or remove any copyright notices, confidential or proprietary legends or identification from the Goods save for any removal which is a necessary result of a manufacturing process of which the Supplier has previously agreed in writing.

11.4 The Customer shall not use or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Supplier or any associated company of Supplier owns or claims rights in anywhere in the world.

11.5 If at any time it is alleged that the Goods infringe the rights of any third party or if, in the Supplier's reasonable opinion, such an allegation is likely to be made, the Supplier may at its option and its own cost:

11.5.1 modify or replace the Goods in order to avoid the infringement; or

11.5.2 procure for the Customer the right to continue using the Goods; or

11.5.3 repurchase the Goods at the price paid by the Customer, less depreciation at the rate the Supplier applies to its own equipment.



- 11.6 The Customer shall promptly and fully notify the Supplier of:
- 11.6.1 any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and
 - 11.6.2 any claim by any third party that comes to the Customer's notice that the sale or advertisement of the Goods infringes the rights of any person.
- 11.7 The Customer agrees (at the Supplier's request and expense) to do all such things as may be reasonably required to assist the Supplier in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 11.5.
- 11.8 In the event of any claim, proceeding or suit by a third party against the Customer alleging an infringement of any Intellectual Property Right connected with the Goods, the Supplier shall defend the Customer at the Supplier's expense, subject to:
- 11.8.1 the Customer promptly notifying the Supplier in writing of any such claim, proceeding or suit; and
 - 11.8.2 the Supplier being given sole control of the defence of the claim, proceeding or suit,
- and provided that the Supplier shall not be liable for infringements to the extent that they arise out of or in connection with modifications to the Goods made by anyone except the Supplier or its authorised representative, or out of use or combination of the Goods with Goods or third party materials not specified or expressly approved in advance in writing by the Supplier, or where the claim, proceeding or suit arises from the Supplier's adherence to the Customer's requested changes to the specification or from infringing items of the Customer's origin, design or selection.
- 11.9 The Supplier shall reimburse the Customer with an amount equal to any cost, expense or legal fees incurred at the Supplier's written request or authorisation and shall indemnify the Customer against any liability assessed against the Customer by final judgement on account of an infringement described in clause 11.7.
12. **TERMINATION**
- 12.1 Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if:



- 12.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) Business Days of that party being notified in writing to do so;
 - 12.1.2 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 12.1.3 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
 - 12.1.4 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 limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment.
- 12.3 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.
- 12.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
13. **CONFIDENTIALITY**
- 13.1 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 or of any member of the group to which the other party belongs, except as permitted by clause 13.3.
- 13.2 For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.



- 13.3 Each party may disclose the other party's confidential information:
- 13.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - 13.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
14. **FORCE MAJEURE**
- 14.1 In these Conditions, **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
- 14.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 14.1.2 epidemic or pandemic;
 - 14.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 14.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 14.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - 14.1.6 collapse of buildings, fire, explosion or accident;
 - 14.1.7 any labour or trade dispute, strikes, industrial action or lockouts;
 - 14.1.8 non-performance by suppliers or subcontractors; and
 - 14.1.9 interruption or failure of utility service.



- 14.2 Provided it has complied with clause 14.4, if a party is prevented, hindered or delayed in/from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 14.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 14.4 The Affected Party shall:
- 14.4.1 as soon as reasonably practicable after the start of the Force Majeure Event notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
 - 14.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than three (3) months, the party not affected by the Force Majeure Event may terminate this Contract by giving ten (10) Business Days written notice to the Affected Party.
15. **GENERAL**
- 15.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 15.2 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 15.3 A reference to writing or written includes fax and emails.
- 15.4 The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.



- 15.5 The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Contract.
- 15.6 This Contract constitutes the entire Contract 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.
- 15.7 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 15.8 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 15.9 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.10 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- 15.10.1 waive that or any other right or remedy; nor
 - 15.10.2 prevent or restrict the further exercise of that or any other right or remedy.
- 15.11 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.
- 15.12 No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
16. **NOTICES**
- 16.1 A notice given to a party under or in connection with this Contract shall be in writing and sent to the party at the address or to the fax number given in this Contract or as otherwise notified in writing to the other party.



- 16.2 This clause sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:
- 16.2.1 as to delivery by hand, on signature of a delivery receipt or at the time the notice is left at the address;
 - 16.2.2 as to pre-paid first class recorded delivery post or other next working day delivery service providing proof of delivery, 9.00am on the second Business Day after posting or at the time recorded by the delivery service;
 - 16.2.3 as to pre-paid airmail providing proof of delivery, 9.00am on the fifth Business Day after posting or at the time recorded by the delivery service; and
 - 16.2.4 as to fax, at the time of transmission.
- 16.3 For the purposes of clause 16.2 and calculating deemed receipt:
- 16.3.1 all references to time are to local time in the place of deemed receipt; and
 - 16.3.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00am on the day when business next starts in the place of receipt.
- 16.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16.5 A notice given under this Contract is not valid if sent by email.

17. **GOVERNING LAW AND JURISDICTION**

- 17.1 This 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 the law of England and Wales.
- 17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).



Insert standard template order confirmation from SAP