

# TERMS AND CONDITIONS



THE RESELLER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 13.

## 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 as amended from time to time in accordance with clause 16.6.

**Contract:** the contract between the Supplier and the Reseller for the sale and purchase of the Goods in accordance with these Conditions.

**Force Majeure Event:** has the meaning given in clause 15.

**Goods:** the goods (or any part of them) set out in the Order.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in relation to the Goods or otherwise belonging to the Supplier which subsist or will subsist now or in the future in any part of the world.

**Order:** the Reseller's order for the Goods, as set out in the Reseller's purchase order form.

**Reseller:** ..... (registered in England and Wales with company number .....).

**Supplier:** BROLLY SHEETS U.K. LIMITED (registered in England and Wales with company number 06936013).

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) 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.
- (d) 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.
- (e) A reference to **writing** or **written** includes faxes and e-mails.

## 2. BASIS OF CONTRACT

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

2.2 The Order constitutes an offer by the Reseller to purchase the Goods in accordance with these Conditions. The Reseller is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Reseller 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.

2.5 Any samples, 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.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

## 3. GOODS

3.1 The Goods are described in the Supplier's catalogue and website as modified from time to time.

3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

## 4. RESELLER'S UNDERTAKINGS

4.1 The Reseller undertakes and agrees with the Supplier that at all times during the Term it will:

- (a) use all reasonable endeavours to promote the distribution and sale of the Goods;
- (b) maintain, on its own account, an inventory of the Goods at levels which are appropriate and adequate for the Reseller to meet all customer delivery requirements for the Goods;
- (c) keep full and proper books of account and records clearly showing all enquiries, quotations, transactions and proceedings relating to the Goods;
- (d) allow the Supplier, on reasonable notice, access to its accounts and records relating to the Goods for inspection;
- (e) keep all stocks of the Goods which it holds in conditions appropriate for their storage, and provide appropriate security for the Goods, all at its own cost;

- (f) insure at its own cost with a reputable insurance company all stocks of the Goods as are held by it against all risks which would normally be insured against by a prudent businessman to at least their full replacement value and produce to the Supplier on demand full particulars of that insurance and the receipt for the then current premium; and
  - (g) inform the Supplier immediately of any changes in ownership of the Reseller, and of any change in its organisation or method of doing business that might be expected to affect the performance of the Reseller duties in the Contract.
- (b) The Supplier shall store the Goods until delivery takes place, and charge the Reseller for all related costs and expenses (including insurance).

5.7 If 10 Business Days after the day on which the Supplier notified the Reseller that the Goods were ready for delivery the Reseller has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Reseller for any shortfall below the price of the Goods.

5.8 The Reseller shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Reseller that the wrong quantity of Goods was delivered.

5.9 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 Reseller to cancel any other instalment.

**6. QUALITY**

6.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by the Supplier.

6.2 Subject to clause 6.3, if:

- (a) the Reseller gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Reseller (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Reseller's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 6.1 in any of the following events:

- (a) the Reseller makes any further use of such Goods after giving notice in accordance with clause 6.2;
- (b) the defect arises because the Reseller 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;
- (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Reseller;
- (d) the Reseller alters or repairs such Goods without the written consent of the Supplier;

**5. DELIVERY**

5.1 The Supplier shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Reseller and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Reseller to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Reseller shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

5.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Reseller that the Goods are ready.

5.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

5.4 Any dates quoted for delivery 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 the Goods that is caused by a Force Majeure Event or the Reseller's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Reseller in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Reseller's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.6 If the Reseller fails to take delivery of the Goods within three Business Days of the Supplier notifying the Reseller that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

- (a) Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Reseller that the Goods were ready; and

- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6.4 Except as provided in this clause 6, the Supplier shall have no liability to the Reseller in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

6.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

6.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

## 7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Reseller on completion of delivery.

7.2 Title to the Goods shall not pass to the Reseller until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods or services that the Supplier has supplied to the Reseller in respect of which payment has become due.

7.3 Until title to the Goods has passed to the Reseller, the Reseller 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 Reseller so that they remain readily identifiable as the Supplier's property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.2; and
- (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time,

but the Reseller may resell or use the Goods in the ordinary course of its business.

7.4 If before title to the Goods passes to the Reseller the Reseller becomes subject to any of the events listed in clause 10.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Reseller accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Reseller to deliver up the Goods and, if the Reseller fails to do so promptly, enter any premises of the Reseller or of any third party where the Goods are stored in order to recover them.

## 8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, 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 20 Business Days notice to the Reseller, at any time 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, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Reseller to change the delivery date(s), quantities or types of Goods ordered; or
- (c) any delay caused by any instructions of the Reseller or failure of the Reseller 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, which shall be invoiced to the Reseller.

8.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Reseller 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 Reseller for the Goods on or at any time after the completion of delivery.

8.6 **DUE DATE: The Reseller shall pay the invoice in full and in cleared funds by the 30<sup>th</sup> of the following month. 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 Reseller fails to make any payment due to the Supplier under the Contract by the due date for payment (**due date**), then the Reseller shall pay interest on the overdue amount at the rate of 4% per annum above HSBC's Bank base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Reseller shall pay the interest together with the overdue amount.

8.8 The Reseller shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Reseller 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. 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 Reseller against any amount payable by the Supplier to the Reseller.

## 9. ADVERTISING AND PROMOTION

9.1 The Reseller shall:

- (a) be responsible for advertising and promoting the Goods (but the Reseller shall not use any advertising materials or promotional literature without the Supplier's prior written consent);
- (b) submit an annual advertising and promotion programme to the Supplier for its approval;
- (c) upload any advertising materials provided by the Supplier to the Reseller's website;

- (d) observe all directions and instructions given to it by the Supplier for promotion and advertisement of the Goods; and
- (e) not make any written statement as to the quality or manufacture of the Goods without the prior written approval of the Supplier.
- 9.2 The Supplier shall provide the Reseller with information on the advertising and promotion carried out by the Supplier. The Supplier shall supply any available promotional and advertising material that the Reseller reasonably requests at the cost of the Reseller.
- 10. RESELLER'S INSOLVENCY OR INCAPACITY**
- 10.1 If the Reseller becomes subject to any of the events listed in clause 10.2, or the Supplier reasonably believes that the Reseller is about to become subject to any of them and notifies the Reseller accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Reseller and the Supplier or terminate the Contract without incurring any liability to the Reseller, and all outstanding sums in respect of Goods delivered to the Reseller shall become immediately due.
- 10.2 For the purposes of clause 10.1, the relevant events are:
- (a) the Reseller suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (b) the Reseller 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 other than where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Reseller with one or more other companies or the solvent reconstruction of the Reseller;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Reseller, other than for the sole purpose of a scheme for a solvent amalgamation of the Reseller with one or more other companies or the solvent reconstruction of the Reseller;
- (d) a creditor or encumbrancer of the Reseller attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Reseller;
- (f) a floating charge holder over the Reseller's assets has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the Reseller's assets or a receiver is appointed over the Reseller's assets;
- (h) any event occurs, or proceeding is taken, with respect to the Reseller in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(a) to clause 10.2(g) (inclusive);
- (i) the Reseller suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; and
- (j) the Reseller's financial position deteriorates to such an extent that in the Supplier's opinion the Reseller's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 10.4 The Supplier reserves the right at all material times to make any necessary credit or background checks of the Reseller. In the event that the Supplier exercises this right, the Reseller warrants to provide all reasonable assistance and information necessary to either the Supplier or a relevant third party in order for the background or credit check to be performed to the Supplier's satisfaction.
- 11. TERMINATION**
- 11.1 The Supplier may terminate the Contract immediately if:
- (a) the Reseller fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 90 days after being notified in writing to make such payment; or
- (b) the Reseller commits a material breach of any material term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days of being notified in writing to do so; or
- (c) the Reseller repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.
- 11.2 The Supplier may terminate the Contract at any time by giving one month's written notice to the Reseller.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1 The Supplier hereby grants to the Reseller the non-exclusive right to use the Intellectual Property Rights in the promotion, advertisement and sale of the Goods, subject to, and for the duration of, the Contract.
- 12.2 The Intellectual Property Rights shall at all times belong to the Supplier, nothing in these Conditions grants any rights of ownership over the Intellectual Property Rights to the Reseller.
- 12.3 All representations of the Intellectual Property Rights that the Reseller intends to use shall be submitted to the Supplier for approval before use.
- 12.4 The Reseller shall not, without the prior written consent of the Supplier, alter or make any addition to the labelling or packaging of the Goods displaying. The Reseller shall not alter, deface or remove any reference to the Intellectual Property Rights, any reference to the Supplier or any other name displayed on the Goods or their packaging or labelling.
- 12.5 The Supplier makes no representation or warranty neither as to the validity or enforceability of the Intellectual Property Rights nor as to whether they infringe any intellectual property rights of third parties.

- 12.6 The Reseller shall not sub-license, transfer or otherwise deal with the Intellectual Property Rights granted under these Conditions.
- 12.7 The Reseller shall not do, or omit to do, anything in its use of the Intellectual Property Rights that could adversely affect their validity.
- 12.8 The Reseller shall immediately enter into any document necessary for the recording, registration or safeguarding of the Intellectual Property Rights with the Supplier in a form satisfactory to the Supplier.
- 12.9 The Reseller shall promptly give notice in writing to the Supplier if it becomes aware of:
- (a) any infringement or suspected infringement of the Intellectual Property Rights or any other intellectual property rights relating to the Goods; or
  - (b) any claim that any Good or the manufacture, use, sale or other disposal of any Good, whether or not under the Intellectual Property Rights, infringes the rights of any third party.
- 12.10 The Supplier shall in its absolute discretion, decide what action to take in respect of any matters notified to it by the Reseller (if any) and shall conduct and have sole control over any consequent action that it deems necessary.
- 12.11 The Reseller shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with:
- (a) the Reseller's breach or negligent performance or non-performance of the Contract; or
  - (b) the Reseller's infringement or attempted infringement of the Intellectual Property Rights.

**13. LIMITATION OF LIABILITY**

- 13.1 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; or
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 13.2 Subject to clause 13.1:
- (a) the Supplier shall not be liable to the Reseller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors); and
  - (b) the Supplier's total liability to the Reseller in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors shall not exceed £5,000.

**14. CONFIDENTIALITY**

- 14.1 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 of companies to which the other party belongs, except as provided by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- (a) to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the party's obligations under the 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 14; and
  - (b) as may be required by law, court order or any governmental or regulatory authority.
- 14.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

**15. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

**16. GENERAL**

**16.1 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 Reseller 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.

**16.2 Notices**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- (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 16.2(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; or, if sent by fax or e-mail, one Business Day after transmission.

We hereby agreed to be bound by the terms of these Conditions:

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

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For and on behalf of the Reseller

16.3 **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.

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For and on behalf of the Supplier

- (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.

Date: \_\_\_\_\_

16.4 **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.

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

16.6 **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 the Supplier.

16.7 **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.