

RYALUX CARPETS LIMITED 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 outside of their business.
Customer: the person or firm who purchases the Goods from the Supplier. The sale and purchase of the Goods 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 firm who purchases the Goods from the Supplier.
Force Majeure Event: has the meaning given in clause 12.
Goods: the goods (or any part of them) set out in the Order Confirmation.
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, that is agreed in writing by the Customer and the Supplier.
Supplier: Ryalux Carpets Limited (registered in England and Wales with company number 00989848), whose registered office is at Victoria Mills, Ossett, West Yorkshire, WF5 0AN and whose VAT number is GB16959493. Pownall Carpets is a registered brand of Ryalux Carpets.
- 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) Any phrase introduced by the terms including, include, in particular or in similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. (c) A reference to writing or written includes faxes and emails.
2. **BASES OF CONTRACT:**
- 2.1 Any goods and prices shown on the Supplier's website, catalogues, adverts and other material constitute an invitation to buy and not an offer by the Supplier to sell which is capable of acceptance by the Customer. Such material is only intended to give an approximate idea of the Goods described in them and will not form part of any 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 issue by the Supplier of an Order Acknowledgement, or alternatively upon the delivery of the Goods to the Supplier (whichever happens first). 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 production and/or cutting 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 prevail over any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, or on behalf of the Supplier which is not set out in the Contract. However, nothing in this clause will be deemed to exclude any liability for fraud.
- 2.7 The Supplier reserves the right to refuse to accept Orders if the Supplier suspects that any offence may have been committed in relation to the Order including in particular any offence under the Bribery Act 2010. The Customer will not submit Orders which have been influenced by any of the unlawful acts of bribery identified in the Bribery Act 2010 and will indemnify the Supplier against any losses suffered by the Supplier as a consequence of any breach by the Customer of this provision.
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. **CANCELLATION**
- 4.1 Due to the bespoke size requirements of cut length carpet, orders cannot be cancelled once the carpet has been cut. All custom/made to order products (including but not exclusive to; Ultimate/ Rya ranges, Rya silk twist, custom colour and or/min order quantity orders) are ordered on the understanding that, once ordered, they cannot be cancelled or amended.
5. **DELIVERY**
- 5.1 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".
- 5.2 If the Order Confirmation refers to delivery in accordance with a particular provision of INCOTERMS 2010, the applicable provisions of INCOTERMS 2010 referred to in the Order Confirmation will apply to and be deemed incorporated into the Contract in priority to any conflicting terms of these Conditions (but not in priority to any terms of the Order Confirmation).
- 5.3 Delivery of the Goods shall be completed on the Goods' arrival at the relevant Delivery Location. Delivery will be made to the most convenient point at the Customer's premises.
- 5.4 Delivery of the Goods is for delivery on arrival only, and the price of the Goods is not the essence. The Supplier shall not be liable for any failure to deliver or any delay in delivery of the Goods that is caused by a Force Majeure Event or 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 (if applicable) the Customer's failure to provide the Supplier with adequate access to the Customer's premises.
- 5.5 If no delivery dates have been agreed, the Supplier will deliver the Goods within 30 days of the date of the Order Confirmation. If, at the Customer's request, the parties did not agree a delivery date upon formation of the Contract, or the Customer otherwise requests a delay in delivery, and in either case the Customer does not request delivery until after the period of 30 days from the date of the Order Confirmation, the Supplier reserves the right to charge the Customer for storage of the Goods at its usual rates for storage from time to time. If the Customer does not request and/or accept delivery within 120 days of the date of the Order Confirmation, the Supplier reserves the right to either invoice the Customer for the full price of the Goods (which the Customer will pay) or treat the Contract as discharged in which case the Customer will not be entitled to the return of any element of the price paid by it in relation to such Goods.
- 5.6 If the Supplier fails to deliver the Goods, its liability shall be limited to (i) where the Customer is not a Consumer, the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods, and (ii) where the Customer is a Consumer, the price of the Goods.
- 5.7 If the Customer fails to accept delivery of the Goods at the Delivery Location then, except where such failure 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; (b) the Supplier may store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance, storage and the costs of any further attempt to deliver); (c) the Supplier will seek to agree a new delivery date with the Customer within a reasonable time (not being more than 20 Business Days from the date of the Supplier's original attempt at delivery); (d) if a further delivery date cannot be agreed or if the Customer fails to accept delivery for a second time, the Supplier may treat the contract as discharged (due to the Customer's repudiatory breach) and dispose of the Goods at the best price reasonably obtainable (but without prejudice to any other rights that the Supplier may have).
- 5.8 The Customer shall inspect the Goods upon delivery. Claims for damage/short supply will only be accepted if noted on proof of delivery documentation. The Customer will promptly inform the Supplier of any damage to or short supply of the Goods. If the Customer fails to inform the Supplier of any such damage or short supply prior to fitting/installation of the Goods or within ten days of delivery (whichever occurs first), the Customer will be deemed to have waived its right to reject the Goods and (subject to any other Conditions and subject to any separate written guarantee that the Supplier may provide in relation to the Goods) the Supplier shall have no liability for such damage or omission.
- 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 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.
- 5.10 The Customer shall accept any overage (i.e. a quantity of Goods over and above the amount ordered) on any Goods which incorporate custom designs and/or colours created specifically for the said Customer, who will not be entitled to a refund of the price of the Goods.
6. **QUALITY**
- 6.1 The Supplier warrants that on delivery the Goods shall: (a) conform in all material respects with their description and any Specification; (b) be free from material defects in design, material and workmanship; (c) correspond in all material respects with any sample supplied to the Customer; and (d) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 6.2 Subject to clauses 5.3 and 5.4, if the Goods do not comply with any of the warranties in clause 5.1, the Supplier shall either repair, offer an allowance to keep, or replace the defective Goods.
- 6.3 Goods must be inspected by the Customer prior to alteration of the Goods (including but not exclusive to cutting, fitting, lifting). If the Customer considers that the Goods do not comply with the warranties in clause 5.1, the Customer will: (a) notify the Supplier prior to the Goods being altered and (b) give the Supplier a reasonable opportunity of examining such Goods. Claims cannot be made for defects which are deemed reasonable practicable for them to be noticed during inspection by the customer, but the Goods shall have been altered.
- 6.4 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 install in accordance with BS5325:2001, or (b) the defect arises as a result of fair wear and tear, willful damage, negligence, or (c) abnormal storage or environmental conditions (including conditions of excessive moisture or extremes of heat or light, or (d) inadequate maintenance/vacuuming.
- 6.5 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 and do not constitute part of the Contract. Details of these legal rights can be obtained from the Citizens Advice Bureau (in the UK) or a solicitor.
- 6.6 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.
- 6.7 The Customer acknowledges that the inherent characteristics of carpets made from wool and similar materials can result in shading or small variations in appearance and/or colour, which may make the Goods appear slightly different from any sample. The Customer acknowledges that such minor variations do not constitute a breach of these Conditions. The Supplier accepts no responsibility for the matching of colours of the Goods order to the reference tones. The Customer acknowledges further that colour fastness cannot be guaranteed when the Goods are used in an environment which is subject to extraordinary levels of heat or light. For Goods available in more than one width, a colour match between the different widths cannot be guaranteed.
- 6.8 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. Whilst every effort is made to manufacture to the correct size, slight variations are unavoidable. The British Standards Institutes size tolerance is a 1.25%. We recommend that you check the carpet measurements prior to cutting. Claims for short measures cannot be accepted once the carpet has been cut.
- 6.9 Goods can only be returned with the explicit agreement in writing of the Supplier. Goods must be adequately packaged, as per the conditions detailed in the Suppliers written agreement to return the Goods. Failure to do so may result in no credit being issued.
- 6.10 All cut pile carpets, especially planks, berbers and heather effects are liable to shading; that is to show light and dark patches arising from unequal crushing of the surface, as in plush or velvet. Shading is an inherent characteristic of these types of carpet and is not due to any manufacturing fault. The customer accepts any responsibility should this effect occur, and we recommend that you discuss the possibility of shading before your customer purchases their carpet. Carpet Foundation registered specialists should refer to the Carpet Foundation Code of Practice.
- 6.11 Ryalux loop pile products combine the best of natural raw materials with the finest carpet construction techniques and so they may exhibit the natural variances of a woollen product. For cleaning Ryalux loop pile carpets we recommend using a suction vacuum cleaner without a beater bar or agitator head to reduce the likelihood of pilling. Regular vacuum cleaning will help to remove loose wool fibres. Use on stairs: The edges of the carpet are subject to wear and tear. The Customer acknowledges that there are areas that are more susceptible to wear and tear. These areas are the edges of the carpet. These phenomena will not affect the carpet's wear life or affect its suitability grading.
6. **TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on delivery.
- 6.2 Title to the Goods shall pass to the Customer when 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; (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 of 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/or not be mixed with any other monies 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 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/or that the Customer is not acting in good faith, then, provided that the Goods have not been resold and without limiting any other right or remedy, 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.
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 a director of the Supplier).
- 7.2 The Customer shall have no right or licence to use any trade mark owned or used by the Customer on the Goods unless otherwise agreed in writing by the Supplier.
- 7.3 The Customer 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 in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Customer's intellectual property rights in relation to the Goods, or the Supplier's use of a Specification or design supplied by the Customer.
- 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, changes of delivery address, quantities or specifications which are requested by the Customer and accepted in writing by the Supplier); (b) any request by the Customer to change the delivery date(s), 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, unless otherwise notified to the Customer in the Order Confirmation, includes delivery to a retail premise in the United Kingdom (a minimum order value may apply). Delivery to a non-retail premise, outside of the United Kingdom, delivery of extra wide carpets, or a non-standard delivery requests may incur additional costs, all of which shall be notified to the Customer in the Order Confirmation, will be invoiced to the Customer, and which the Customer shall pay as if such costs were part of the price of the Goods.
- 8.4 The price of the Goods includes the cost of any applicable Value Added Tax (VAT). If 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 goods have been despatched. 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 pounds sterling 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 make any payment due to the Supplier under the Contract by the due date for payment ("**Due Date**"), then the Supplier may suspend any further deliveries that are due to be made to the Customer under any Contract whatsoever and the Customer shall pay interest on the overdue amount at the applicable rate of interest from time to time under the Late Payment of Commercial Debts (Interest) Act 1998 (or the rate of 4% above the base rate from time to time of HSBC Bank Plc). 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 Customer shall pay the interest together with the overdue amount.
- 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 A party shall be entitled to terminate the Contract with immediate effect by giving notice in writing 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 not less than 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 that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or (c) the other party 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 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 rescinding 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 is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or (f) a creditor or encumbrance of the other party attaches or takes possession of, or a distress or execution, sequestration or other such process is levied or enforced or served against the whole or any part of all its assets and such attachment or 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 if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; 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, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 9.1(c) to 9.1(i) inclusive; or (k) the other party ceases, or threatens to cease, to carry on all or any substantiality 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, termination of the Contract by the Customer under any of clauses 9.1(c) to 9.1(i) inclusive) after delivery of the Goods will not relieve the Customer of the obligation to pay for the Goods. Clauses which expressly or by implication survive termination of the Contract shall continue 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 be excluded by law; (where the Customer is a Consumer only) losses that are a foreseeable result of the Supplier's breach of contract. Subject to clause 10.1: (a) the Supplier shall not be liable to the Customer, 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; and (b) the Supplier's total liability to the Customer 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, shall not exceed a sum equivalent to the price of the Goods that has actually been paid by the Customer.
- 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 well as for ensuring that the Goods are not subject to any export controls, 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 the Customer is required under any applicable law to withhold or deduct any amount from the payments due to the Supplier, the Customer will 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.
- 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. For the avoidance of doubt, the Supplier will be under no obligation to give notice to the Customer under section 32(3) of the Sale of Goods Act 1979.
- 11.5 The Supplier reserves the right to require payment in advance of despatch of the Goods. The Supplier may, in 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**
- 12.1 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, 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.
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.
- 13.2 **Data Protection.**
The Supplier may retain and process personal data (as defined in the Data Protection Act 1998) obtained by it during the course of any sale process for the purposes of administering the sale (including the collection of payments or in making any credit decisions) and for marketing further goods or services to the Customer.
- 13.3 **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 the address set out in the Order Confirmation 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 or by fax. (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, or if sent by fax, at the time shown on the sender's transmission receipt. (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.4 **Severance.**
(a) If any legal 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 a 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.** 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 both by the Supplier and the Customer.
- 13.8 The Supplier reserves the right at any time without notice to vary these terms and conditions of sale at any time, 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.
- 13.9 **Governing law and jurisdiction.** The Contract, and any dispute and 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.