

# Terms & Conditions

## **1. RULING CONDITIONS**

Any contract made with the Company is subject to these Conditions which govern the Contract to the exclusion of any other terms, conditions or warranties whatsoever unless these Conditions have been excluded or varied by express written agreement made between the Company and the Customer.

## **2. PRICE**

2.1 The price of the Goods shall be as stated in the Company's Order confirmation.

2.2 The Company reserves the right by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Company which is due to (i) any factor beyond the control of the Company including but not limited to increases in the cost of raw materials; (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered or the Goods Specification; or (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods.

## **3. TERMS OF PAYMENT**

3.1 All orders must have cleared funds before Order Confirmation is sent & delivered.

## **4. QUOTATIONS AND ORDERS**

All quotations are made and all Orders are accepted subject to the following: 4.1 Quotations shall not constitute an offer and shall be valid for a maximum period of 30 days from its date of issue and may be withdrawn by the Company within such period at any time by written or verbal notice.

4.2 The Order constitutes an offer by the Customer to purchase Goods in accordance with these Conditions. No Order shall be accepted until the Company has issued an acknowledgement of Order. This shall constitute acceptance by the Customer both of these Conditions and of the Contract price.

4.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

4.4 Where required by the Company, the Customer shall procure that a Personal Guarantee is provided.

4.5 Doors & Door Sets are supplied on a supply only basis, all orders will require The Customer to arrange fitting themselves. The Company is not liable for any fitting costs.

## **5. CHANGES**

5.1 If, after the date of the Contract and before the date of delivery of the Goods, improvements are made in the design or specification of the Goods the Company may incorporate such improvements in the Goods sold to the Customer provided that: (i) the performance and quality of the altered Goods are at least equal to those of the Goods Ordered; (ii) no price variation is made except with the Customer's consent; and (c) delivery is not unreasonably delayed.

5.2 The Company shall not be obliged to make any alteration to the Goods Ordered whether arising by reason of the amendment of the regulations of a competent authority made subsequent to the date of Contract or otherwise.

## **6. DELIVERY**

6.1 The Company shall ensure that each delivery of Goods is accompanied by a delivery note which shows the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered. The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location"). Without prejudice to Condition 6.6 below, any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence.

6.2 The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. When delivery is postponed, otherwise than due to default by the Company, the Customer shall pay all costs and expenses, including a charge of 15% of the total value of the Order, for transportation and/or storage or restocking occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with these Conditions.

6.3 Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.5 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. The Customer must sign for and inspect all Goods on

delivery.

6.6 If the Company fails to deliver the Goods, its liability shall be limited to 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. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

6.7 Upon delivery, items must be checked to ensure that the door is in good condition and is damage free, before signing the paperwork. As signing for the paperwork shows that the goods have been checked over and you are happy with the condition. If damage is noticed please inform the driver and write it on the paperwork (If its unacceptible, delivery must be rejected). All damage needs to be reported ASAP prior to installation, to get reported issues resolved.

6.8 When ordering online where the Customer confirms that, notwithstanding the provisions of this Condition 6.8, it wishes the Company to deliver the Goods to a site that does not provide for Goods delivered to be signed for, the Company shall complete delivery by leaving the Goods at the site address provided by the Customer. In the event that the Goods are not signed for (whether due to the premises nominated by the Customer, the unavailability of an authorised representative of the Customer or otherwise), the Customer acknowledges and accepts that the Company shall have no liability to the Customer (whether in contract tort, negligence or otherwise and howsoever arising) for any loss of or damage to such Goods and/or any costs, damages, losses or claims arising out of or in connection with its election to have the Goods delivered to such premises or the unavailability (or otherwise) of an authorised representative of the Customer to sign for the Goods.

6.9 If the delivery date fails, The Company will not be liable to any costs occurred for the customer taking time off work, arranging for someone to be present at the property etc. Delivery dates are pre arranged and is down to The Customer to arrange for someone to be present at their own cost.

## **7. RISK AND TITLE**

7.1 Risk shall pass to the Customer as follows: (i) if the Company delivers the Goods by its own transport, at the time when the Goods or a relevant part thereof are unloaded at the place of delivery or, if the Customer wrongfully fails to take delivery, at the time the Company tendered delivery of the Goods; or (ii) in all other circumstances at the time when the Goods or a consignment or other part thereof leaves the premises of the Company whether or not the Company arranges transport.

7.2 Title in the Goods or any part thereof shall not pass to the Customer until payment has been made in full and cleared funds received for: (i) the Goods, including any interest payable, and (ii) all other goods the subject of any other contract between the Company and the Customer in respect of which payment has become due.

7.3 Until title has passed to the Customer the Customer shall: (i) hold the Goods on a fiduciary basis as the Company's bailee; (ii) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property; (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iv) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery; (v) notify the Company immediately if it becomes subject to any of the events listed in Condition 14.1(d); and give the Company such information relating to the Goods as the Company may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Condition 14.1 (d) or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7.5 In the event of a sale of the Goods by the Customer in the ordinary course of its business to a third party the Customer shall assign to the Company in writing its rights to recover the selling price from the third party concerned if so required by the Company.

7.6 If the Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.

7.7 Any items loaned to the Customer by the Company (the "Loan") will remain the property and title of the Company.

7.8 The Company may terminate the Loan at any time on written notice to the Customer. The Customer shall deliver up the item to the Company immediately on receipt of the above written notice.

7.9 The Loan shall immediately terminate in any event on the happening of the voluntary or compulsory liquidation of the Customer or the appointment of an administrator over the Customer or a receiver over any of the Customer's assets or the Customer entering into a composition or arrangement with its creditors or the Customer ceasing to trade or altering its legal status or the Customer taking or suffering any similar or analogous action in any jurisdiction and in these circumstances the Customer shall deliver up the item pursuant to Condition 7.9 above.

## **8. CARRIAGE**

8.1 Unless otherwise specified by the Company in writing, prices quoted include delivery to destinations in Great Britain in which case the Company will select the mode of transport at its sole discretion.

8.2 The entire cost of any other mode of transport to destinations in Great Britain which the Customer may request in writing (including, but not limited to, passenger train, parcel post) shall be borne by the Customer. No allowance will be credited for Goods collected from the Company's premises by the Customer.

## **9. SHORTAGES**

9.1 No liability will be accepted regarding claims or complaints as to shortages or transport damages unless notified to the Company within 72 hours of delivery and confirmed in writing within 7 days of delivery.

9.2 If shortages notified to the Company in accordance with Condition 9.1 above are found to be valid, the Company shall, at its sole discretion, supply the missing Goods or refund that part of the price for the Goods not supplied.

## **10. WARRANTIES**

10.1 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.2 The Company warrants that (i) on delivery in accordance with Condition 6 the Goods will be of satisfactory quality and in accordance with its Specification and be free from material defects in design, material and workmanship; and (ii) it shall provide any services relating to the provision of the Goods using reasonable skill and care.

10.3 The Company further warrants that, for a period of 5 years from the date of delivery in accordance with Condition 6 and subject always the Goods being handled, stored and applied in full compliance with any guidelines that are issued by the Company its white PVC-U profiles and woodgrain foils shall maintain (i) colour stability (ii) impact strength and (iii) shape retention.

10.4 10.4 Subject to Condition 10.5, the Company warrants that, for a period of 10 years (except for the Darkwood and Oak finish which will be 5 years) from the date of manufacture, its composite door, door set and door slab for domestic use as follows: (i) will not fade outside accepted tolerances contained within GRS (Grey Scale Rating) 3-4 according to BS EN ISO 11341 for paints and varnishes; and (ii) in respect of door leafs only (ii) in normal use the doors will not crack, chip, blister, flake or peel. Thermal Movement will occur as with UPVC and Timber products and is normal, as the product will revert back to within its natural flat plane tolerance as long as the installation guide

lines are observed. Subject to Condition 10.5, liability for Thermal Movement is

therefore excluded.

10.5 In relation to Goods comprising the Company's slabs and prepped door slabs (being Goods comprising doors which are not full door sets), the Company only warrants that the same will be covered by the warranty given at Condition 10.4 above in relation to Thermal Movement if the Customer has fitted an approved reinforcement strip to the relevant Goods (such reinforcement strip can be purchased from the Company by the Customer if required).

10.6 Subject to the provisions of this Condition 10.6 the Company warrants that (i) for a period of 5 years from the date of manufacture for those part of the Goods which are hardware (including door hinges, lock sets, handles) and (ii) for a period of 10 years from the date of manufacture, its stainless steel furniture and ERA Vectis locking system, shall continue to function satisfactorily. These warranties shall not apply where handles, hinges and locking system have been subjected to stresses and operating forces beyond recommended levels as stipulated by the GGF guidelines and British Standards Code of Practice.

10.7 The Company warrants that, for a period of 10 years from the date of manufacture, its composite door glass units will be free from (i) obstruction of vision arising from deposition of moisture or deterioration of inner glass, subject always to such units being maintained in accordance with any guidance provided by the Company. This warranty excludes any breach caused by (i) undue impact or any neglect; (ii) misuse; (iii) faulty installation; (iv) building subsidence; (v) wilful or neglectful damage or excessive wear and tear; (vi) modifications/alterations made post installation; (viii) any Act of God.

10.8 If the Goods supplied by the Company are not in accordance with Condition 10.2 above, the Customer should notify the Company within 72 hours of delivery by telephone (followed by confirmation in writing within 48 hours of the initial telephone notification), in writing or via the Company's web notification facility within 7 days of delivery or as soon as reasonably practicable in respect of Conditions 10.3 to 10.7 inclusive. The Company may, within 15 days of receiving such notice inspect the Goods; the Customer, if so required by the Company, shall take all steps necessary to enable the Company to do so.

10.9 Where any valid claim in respect of a breach of warranty given under Conditions 10.2 to 10.7 inclusive the Company shall be entitled at the Company's sole discretion to: (i) repair or replace the Goods (or the part in question) free of charge; or, or (iii) refund to the Customer the price of the Goods (or a proportionate part of the price), and in each case, the Company shall have no further liability to the Customer. In UK Mainland only, any



repaired or replaced Goods shall be delivered free of charge to the premises of the Customer (as agreed by the Customer and at the reasonable convenience of the Company) or outside of UK Mainland, be made available to the Customer for collection from the Customer's premises.

10.10 All Goods returned to the Company pursuant to this Condition 10 and under the Replacement items and Credit on Returns policy shall be in accordance with Condition 19. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Company under Condition 10.9.

10.11 Doors & Door Sets supplied by The Company that require replacement parts/repair parts (Service Call) are supplied on a supply only basis, and is down to The Customer to replace these, themselves or by a trades person. The Company will not be liable for any costs involved for the parts to be replaced.

10.12 Solid Core composite door slabs are warranted for 5 Years against Colour Stability, Impact Strength, Shape Retention. Locking Mech, Hinges & Cylinders are covered for 1 year. Glass is covered against the Holt Melt Failing for 5 Years. Door furniture such as Handles, Letterboxes are covered for 10 years.

## **11. LIMITATIONS**

11.1 No representation is made nor warranty given by the Company as to the suitability or fitness of the Goods for any particular purpose, and the Customer shall be responsible for ascertaining whether the Goods are suitable or fit for the Customer's purpose, and the Company shall be under no liability for any loss damage expense or liability incurred by the Customer or any third party as a result of the Goods not being suitable for a particular use.

11.2 The Company shall not liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in respect of any loss of goodwill, loss of profit, loss of business or for any type of consequential, special or indirect loss or damage.

11.3 Nothing in these Conditions shall be deemed to exclude or restrict the Company's liability for (i) fraud or fraudulent misrepresentation; (ii) death or personal injury resulting from the Company's negligence; (iii) breach of terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (iv) breach of the terms implied by Section 123 of the Sale of Goods Act 1979 (title and quiet possession).

11.4 The Customer recognises that the limitation of liability contained in this Condition is reasonable in that the prices quoted by the Company are dependent upon such limitation being incorporated in the Contract.

11.5 This Condition 11 shall survive termination of the Contract.

## **12. FORCE MAJEURE**

12.1 If the Company is prevented (directly or indirectly) from making delivery of any Goods by reason of force majeure (as hereinafter defined) the Company shall be under no liability whatsoever to the Customer nor shall the Company be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of its obligations in relation to the Goods,

and the Company shall have the right at its absolute discretion to allocate such deliveries as it is able to make, between deliveries pursuant to the Contract, and deliveries pursuant to any other contract with any third party.

12.2 The following shall be regarded as an act of force majeure:-

Act of God, explosion, flood, tempest, fire, accident, war, threat of war, sabotage, insurrection, civil disturbance, government requisition, acts, restrictions, regulations, bye-laws, prohibitions, or measures of any kind, on the part of any governmental, parliamentary, or local authority; import or export regulations, or embargoes, strikes, lock-outs, or other industrial actions, or trade disputes, shortages of raw materials, labour, fuel or parts of machinery, power failure, or breakdown in machinery, including tooling and die failure and any other cause whatsoever beyond the Company's reasonable control.

### **13. INDEMNITY**

13.1 The Customer shall indemnify the Company on demand against any costs, charges losses or expenses including legal fees (on a solicitor and client basis) which the Company may sustain or incur as a consequence of any failure by the Customer to promptly and properly perform its obligations under these Conditions.

13.2 The Customer shall indemnify the Company against any damages, losses, costs, claims or expenses suffered or incurred by the Company in respect of:  
(i) any claim brought against the Company by any third party for any loss, injury or damage wholly or partly caused by the Goods; or (ii) any loss, injury or damage suffered as a result of a failure on the part of the Customer or any third party to use, handle or deal with the Goods in a safe and proper manner and in accordance with all applicable regulations and all procedures recommended by the Company.

13.3 Nothing in this Condition 13 will require the Customer to indemnify the Company against any liability to the extent that this arises as a result of the Company's own negligence.

### **14. TERMINATION**

14.1 Without prejudice to its other rights and remedies, the Company may, terminate wholly or in part the Contract or any or every other contract with the Customer or to suspend any further deliveries under the Contract or any or every other such contract in any of the following events:

- (a) if any debt due and payable by the Customer to the Company is unpaid;
- (b) if the Customer has failed to take delivery of any Goods under the Contract, or any other contract as aforesaid otherwise than in accordance with the Customer's contractual rights;
- (c) if the Customer commits a material breach of its obligations under this

Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach

(d) if the Customer (i) 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 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; (ii) 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; (iii) 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 Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; (iv) the Customer (being an individual) is the subject of a bankruptcy petition or order; (v) a creditor or encumbrancer of the Customer 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; (vi) 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 Customer (being a company); (vii) a floating charge holder over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver; (viii) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; (ix) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this Condition 14.1(d); (x) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or (xi) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; (xii) the Company reasonably believes that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

14.2 In addition to any right of lien that the Company may have, the Company shall in any of the events described in Condition 14.1(c) above have a general

lien over all Goods sold and delivered by the Company to the Customer under the Contract or any other contract.

14.3 Any implied right to sell the Goods in the ordinary course of business shall terminate on the occurrence of any of the events listed in condition 14.1(c).

14.4 On termination of the Contract for any reason: (i) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest; (ii) the Customer shall return all Company materials which have not been fully paid for. If the Customer fails to do so, the Company may enter the Customer's premises and take possession of them; (iii) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and (iv) Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

## **15. CANCELLATION**

15.1 The Company will only agree to cancellation up to the date of delivery provided that the manufacture of the Goods concerned is not complete and on condition that:

(a) all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage suffered by the Company by reason of such cancellation will be paid forthwith by the Customer to the Company; and

(b) any cancellation that is notified to the Company by telephone shall be followed by notification in writing within 24 hours of the initial telephone notification.

## **16. CONFIDENTIAL INFORMATION**

16.1 All drawings documents and other information supplied by the Company under the Contract are supplied on the express understanding that copyright, design right or any other intellectual property rights is owned by the Company and that the Customer will not without the written consent of the Company either give away, loan, exhibit or sell any such drawings or extracts there from or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.

16.2 Each party shall keep strictly confidential the terms of this Contract and all information concerning the business and affairs of the other obtained from the other either pursuant to the Contract or prior to and in contemplation of the Contract, shall use the same exclusively for the purposes of the Contract, and shall disclose the same only to those of its directors, employees, professional advisers and sub-contractors to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Contract.

16.3 The obligations of Condition 16.1 above shall survive the termination of the Contract but shall not apply to any information which:-

(a) the recipient can demonstrate was already in its possession and at its free disposal prior to receipt under the circumstances mentioned at Condition 16.1 above;

(b) is subsequently disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing party; or

(c) enters the public domain through no act or default of the recipient, its agents or employees.

16.4 The recipient shall procure that all its directors, employees, professional advisers and sub-contractors who have access to any information of the disclosing party to which the obligations of Condition 16.2 apply ("Information") shall be made aware of and subject to those obligations.

### **17. TRADE MARKS/DESIGN RIGHTS/PATENTS**

The supply of Goods by the Company shall not confer any right upon the Customer to use any of the Company's trade marks (except in the re-sale of Goods in the packaging supplied by the Company), or any of the Company's intellectual property rights, and at all times such intellectual property rights, shall remain the absolute property of the Company.

### **18. DATA AND TECHNICAL INFORMATION**

18.1 The Goods are described in the Company's advertising sales and technical literature. Such information may be relied upon to be accurate in the exact circumstances in which it is expressed. Any illustrations, performance details, examples of installations and methods of assembly and all other technical data in such literature are based on experience and from trials under test conditions. Accordingly, the information contained in the Company's publications is provided for general guidance only and forms no part of the Contract unless expressly agreed in writing. Customers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's products.

18.2 The Company may modify its designs at any time prior to any Order being accepted and may on notice in writing after accepting any Order make any changes to the Goods which are necessary to comply with any applicable law or safety requirement. If any product or component becomes obsolete at any time a product of equivalent specification will be supplied.

### **19. REPLACEMENTS ITEMS AND CREDIT ON RETURNS**

19.1 If the Customer requires a replacement component that the Company holds in stock, the Company shall endeavour to despatch the item for next day delivery if it is notified prior to 11.00am and credit clearance is made no later

than 2.00pm.

19.2 If the Customer needs a replacement part that requires manufacturing (e.g. slab) the Company shall endeavour to deliver within its normal door set time guidelines (subject to credit clearance being no later than 2.00pm).

19.3 The replacement will be identified with the original Company order reference. The Customer will receive an emailed or faxed returns note automatically when the issue is brought to the Company's attention.

19.4 In order to complete the Replacement items and Credit on Return process the original part should be returned for inspection to the Company within 28 days of the fault being reported. Returns beyond 28 days cannot qualify for credit.

19.5 Returns are to be sent with the return note to Composite Doors 2 You, 12 Sheepwell Court, Ketley Grange, Telford, Shropshire TF2 0EA.

19.6 Cost of returning the product is down to the Customer. The Company will not be liable to pay the fee and no re-imburement will be issued

19.7 The Company will confirm the credit status of a returned item within 2 working days of collection.

19.8 If the item does not qualify for credit the Company will not dispose of it for 7 working days, during which time the Customer can arrange a redelivery or visit the Company's site to view the item.

19.9 The timescales in this Condition 19 are indicative only and may be amended by the Company as is reasonably necessary.

19.10 The Company reserves the right to charge the Customer for any labour costs incurred in cleaning and/or repackaging any returned Goods.

## **20. PROMOTIONS**

20.1 From time to time the Company may run promotions including loyalty schemes, free offers and price promotions. Separate terms and conditions may apply in relation to these and the Customer is advised to review these carefully in connection with each promotion.

## **21. GENERAL**

21.1 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of this or any other Contract.

21.2 If any of the provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions, and the remainder of the provision in question, shall not be affected thereby.

21.3 The Customer shall not assign or transfer any of its rights benefits or obligations under the Contract (save with the prior written consent of the Company).

21.4 The Contract and any disputes or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in all respects in accordance with English Law, and the Customer irrevocably submits to the non-exclusive jurisdiction of the English Courts.

21.5 Any notice required to be given hereunder shall be sent to the Company at its registered office, and to the Customer at the address shown on the Order or its registered office (at the Company's discretion). A notice shall be deemed to have been served, if by hand when delivered, if by facsimile when transmitted, and if by first class post 48 hours after posting.

21.6 Each of the provisions contained in these Conditions shall be construed as separate and severable.

21.7 A person who is not a party to the contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

21.8 The Customer will be responsible for reimbursing the Company for any legal costs and interest incurred as a result of any breach of these Conditions by the Customer.