

Terms and Conditions of Sale and Warranty

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1. Interpretation

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

<b>Business Day</b>	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
<b>Conditions</b>	the terms and conditions set out in this document as amended from time to time in accordance with clause 12.612.6
<b>Contract</b>	the contract between the Supplier and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.
<b>Customer</b>	the person or firm who purchases the Goods and/or Services from the Supplier.
<b>Force Majeure Event</b>	has the meaning given in clause 11.
<b>Goods</b>	the goods (or any part of them) set out in the Order.
<b>Order</b>	the Customer's order for the Goods and/or Services..
<b>Services</b>	the services supplied by the Supplier to the Customer as set out in the Service Specification.
<b>Service Specification</b>	the description or specification for the Services provided by the Supplier to the Customer in the order confirmation or other written document.
<b>Storage Instructions</b>	Goods should be kept in a dry, indoor and protected environment in accordance with good trade practice.
<b>Supplier</b>	Cla-Val UK Limited (registered in England and Wales with company number 00835510).

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

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.2.3 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.
- 1.2.4 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.
- 1.2.5 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 Customer 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 Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer 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 in the form of the order confirmation, at which point and on which date the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty 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 of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 45 days from its date of issue.
- 2.7 All these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Delivery of Goods

- 3.1 The Supplier shall ensure that:
  - 3.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - 3.1.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. For the avoidance of doubt, returns of packaging materials shall be at the Supplier's expense only in circumstances where the return is at the Supplier's request.
- 3.2 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 Customer that the Goods are ready.
- 3.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location or, where Goods are to be collected at the Supplier's premises, on the completion of loading of the Goods at the Delivery Location.
- 3.4 Any dates quoted for delivery of the Goods 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 Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.5 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 Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions for the Goods that are relevant to the supply of the Goods.
- 3.6 If the Customer fails to accept or take delivery of the Goods within three Business Days of the Supplier notifying the Customer 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 in respect of the Goods:
  - 3.6.1 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 Customer that the Goods were ready; and
  - 3.6.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer 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, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 3.8 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.

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3.9 The Supplier assumes no liability for damage or loss of shipment. All shipments should be unpacked and examined immediately upon receipt. Any external evidence or loss or damage must be noted on the freight bill or carrier's receipt and signed by the carrier's agent at the time of delivery. Failure to do so will result in the carrier's refusal to honour the claim. The Customer should then notify the Supplier with a copy of the freight bill or damage report so that the supplier then can file a claim for loss or damage in transit with the carrier. If damage does not become apparent until shipment is unpacked, the customer must issue a request for inspection by the carriers' agent and file with the carrier within 15 days after receipt of product and notify the Supplier. The Supplier is not liable for consequential damages resulting from the installation of damaged product(s).

**4. Warranty in respect of the Goods**

4.1 The Supplier warrants that on delivery, and for a period of three years from the date of delivery (**warranty period**), automatic valves and controls as manufactured by the Supplier shall be free from manufacturing defects in material and workmanship which develop in the service for which they are designed, provided the Goods are installed and used in accordance with all applicable instructions and limitations used by the Supplier.

4.2 The Supplier warrants that on delivery, and for a period of one year from the date of delivery (**warranty period**), the electronic components (whether fitted in valves, controls or assemblies referred to in clause 4.1 or otherwise) and items manufactured by third parties shall be free from manufacturing defects in material and workmanship which develop in the service for which they are designed, provided the Goods are installed and used in accordance with all applicable instructions and limitations used by the Supplier.

4.3 Subject to clause 4.4 if:

4.3.1 the Customer gives notice in writing to the Supplier during the relevant 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 4.1 or clause 4.2; and

4.3.2 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods free of charge.

4.4 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 4.1 or clause 4.2 in any of the following events:

4.4.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 4.3;

4.4.2 the defect arises because the Customer failed to follow the Storage Instructions or the Supplier's oral or written instructions as to the commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

4.4.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

4.4.4 the Customer alters or repairs such Goods without the written consent of the Supplier;

4.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or a Force Majeure Event.

4.5 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1 or clause 4.2.

4.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

4.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier and the warranty period of the repaired or replacement Goods shall be deemed to be equal to the remaining warranty period that applied to the original Goods that were repaired or replaced.

**5. Title and risk**

5.1 The risk in the Goods shall pass to the Customer on completion of delivery.

5.2 Title to the Goods shall not pass to the Customer until the earlier of:

5.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

5.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 5.4.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

5.3.1 store the Goods in accordance with the Storage Instructions and separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

5.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.2; and

5.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

5.4 Subject to clause 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

5.4.1 it does so as principal and not as the Supplier's agent; and

5.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

5.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, then, without limiting any other right or remedy the Supplier may have:

5.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

5.5.2 the Supplier may at any time:

(a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(b) if the Customer fails to deliver up the Goods in its possession promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

**6. Supply of Services**

6.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services that have been agreed in writing between the Supplier and the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

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7. Customer's obligations in connection with the provision of Services

7.1 The Customer shall:

- 7.1.1 co-operate with the Supplier in all matters relating to the Services;
- 7.1.2 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- 7.1.3 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 7.1.4 prepare the Customer's premises for the supply of the Services;
- 7.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- 7.1.6 keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

7.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- 7.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 7.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- 7.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8. Price, charges, cancellation, return of goods 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. 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 Customer.

8.2 The charges for Services shall be on a time and materials basis:

- 8.2.1 the charges shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the quotation provided by the Supplier to the Customer;
- 8.2.2 the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day worked on Business Days; and
- 8.2.3 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

8.3 In respect of Goods:

- 8.3.1 where the Customer is an account customer, the Supplier shall invoice the Customer on or at any time after completion of delivery of the Goods and the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice;
- 8.3.2 where the Customer is not an account customer, the Supplier shall invoice the Customer prior to delivery of the Goods and the Customer shall pay the invoice in full and in cleared funds on presentation and in advance of delivery of the Goods.

8.4 In respect of Services, the Supplier shall invoice the Customer following completion of the provision of Services or in advance of providing the Services.

8.5 Payment shall be made by cheque, credit card, debit card or to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, 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 Services or Goods at the same time as payment is due for the supply of the Services or Goods.

8.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of: 4% per annum above Barclay's Bank plc base rate from time to time; or the rate available under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). 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. For the avoidance of doubt, the Customer has no right to retain or hold back any payment in respect of an invoice which has been correctly issued to it by the Supplier.

8.9 Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without Supplier written consent and then only upon agreement to compensate the Supplier for loss caused by such cancellation or changes. If the Customer cancels all or parts of an order, once confirmed, the Customer is subject to a 50% cancellation fee of the amount as stipulated in the Order Acknowledgement. The Customer is obligated to accept and pay for any product built and ordered as non-standard product or solution product.

8.10 The Customer must obtain written approval from the Supplier prior to returning any material.

- 8.10.1 The Supplier reserves the right to refuse the return of any product.
- 8.10.2 Only goods in original packaging can be accepted. Goods returned must be in condition for resale as new equipment to qualify for credit.
- 8.10.3 Products more than six (6) months old cannot be returned for credit.
- 8.10.4 Specially produced, non-standard models cannot be returned for credit.
- 8.10.5 Rubber goods such as diaphragms, discs, o-rings, etc..., cannot be returned for credit.
- 8.10.6 Goods authorised for return are subject to a 50% (min. £50 GBP) restocking charge and a service charge for inspection, replacement of rubber parts, retesting, repainting and repackaging.
- 8.10.7 Authorised returned goods must be packaged and shipped prepaid to the Supplier.

9. Termination and suspension

9.1 If the Customer becomes subject to any of the events listed in clause 9.2, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.

9.2 For the purposes of clause 9.1, the relevant events are:

- 9.2.1 the Customer 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 or limited liability partnership) 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;
- 9.2.2 the Customer 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;

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- 9.2.3 (being a company) 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, 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;
- 9.2.4 (being a company) 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;
- 9.2.5 (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- 9.2.6 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- 9.2.7 (being an individual) the Customer is the subject of a bankruptcy petition or order;
- 9.2.8 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;
- 9.2.9 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 clause 9.2.1 to clause 9.2.6 (inclusive);
- 9.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2.1 to clause 9.2.11, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of all Goods and/or Services delivered but for which no invoice has yet been submitted, the Supplier shall submit an invoice which shall be payable by the Customer immediately on receipt.
- 9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 9.6 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:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 10.1.2 fraud or fraudulent misrepresentation;
- 10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 10.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 10.2 Subject to clause 10.1:
- 10.2.1 the Supplier shall under no circumstances whatever 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
- 10.2.2 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 in no circumstances exceed the price of the Goods and/or Services supplied under the relevant Contract.
11. **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.
12. **General**
- 12.1 **Assignment and other dealings.**
- 12.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 12.2 **Notices.**
- 12.2.1 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 or other next working day delivery service, commercial courier, fax or e-mail.
- 12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if sent by pre-paid first class post or other next working day delivery service, 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.
- 12.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 12.3 **Severance.**
- 12.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 12.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.4 **Waiver.** A waiver of any right or remedy under the Contract or law 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 12.6 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.
- 12.7 **Governing law.** 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 the law of England and Wales.
- 12.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).