



# Camstar Ingredients Ltd

Unit 1, Progress Way, Mid Suffolk Business Park, Eye, Suffolk, IP23 7HU

Ph: +44 (0) 1379 873392 - DRY, +44 (0) 1379 871517 – WET Email: [orders@camstaringredients.co.uk](mailto:orders@camstaringredients.co.uk)

Web: [www.camstaringredients.co.uk](http://www.camstaringredients.co.uk)

Company Registration No: 07849130 (Registered in England & Wales)

## 1. Interpretation

### 1.1 Definitions:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Business Hours:** from 9:00am until 5:00pm on a Business Day or as notified alternatively.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 13.5.

**Concession:** the Customer's written acknowledgment on the Supplier's form prior to Delivery that the Goods do not or may not conform to the Contract or Specification.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions formed pursuant to clause 2.3.

**Customer:** the person, company, business, firm or other undertaking who purchases the Goods from the Supplier.

**Delivery:** delivery of the Goods in accordance with clause 4 or making the Goods available for collection in accordance with clause 5, whichever shall apply, and the words "**Delivers**" and "**Deliver**" shall be construed accordingly

**Force Majeure Event:** an event or circumstance beyond a party's reasonable control which prevents that party from fulfilling their obligations under the Contract at the required time.

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

**Intellectual Property Rights:** all intellectual property including patents, utility models, rights to inventions, registered and unregistered trade marks, rights in get-up, rights in domain names, registered designs, unregistered rights in designs, trade secrets, copyrights (including rights in software) and neighbouring rights, database rights, rights in know-how and all similar or other rights in the nature or character of intellectual property rights (whether registered or not) and all applications for the same which may now or in the future subsist anywhere in the world.

**Material Adverse Circumstance:** any factor beyond the Supplier's control and which does or may materially and adversely affect the Supplier's performance of the Contract (including but not limited to foreign exchange fluctuations, increases in taxes and duties, and the availability and/or costs of labour, materials and manufacturing resources, and/or facilities) but which is not a Force Majeure Event.

**Order:** the Customer's order for the Goods, set out in any form, including but not limited to:

- (a) an email or any exchange thereof;
- (b) the Customer's purchase order form; or
- (c) the Customer's written acceptance of the Supplier's quotation.

**Pro Forma Invoice:** an invoice raised by the Supplier in accordance with clause 9.5 or clause 10.2(c) prior to Delivery of the Goods and upon payment of which Delivery of the Goods is conditional.

**Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

**Supplier:** Camstar Ingredients Limited (registered in England and Wales with company number 07849130).

**Termination Event:** any of the circumstances set out in clause 10.1.

## 1.2 **Interpretation:**

- (a) 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.
- (b) 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.
- (c) a reference to **writing** or **written** includes emails.

## 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 in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

- 2.3 The Order shall only be deemed to be accepted when the Supplier issues an express written acceptance of the Order, at which point the Contract shall come into existence. For the avoidance of doubt, the acknowledgment of receipt of an Order by the Supplier shall not constitute acceptance of that Order for the purposes of this clause 2.3.
- 2.4 At any time prior to the formation of the Contract in accordance with clause 2.3, the Supplier may:
- (a) decline an Order; or
  - (b) alter the price or specification of the Goods.
- 2.5 A quotation for the Goods given by the Supplier shall not constitute an offer.
- 2.6 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions save to the extent expressly agreed in writing by the Customer and the Supplier. For the avoidance of doubt, acceptance of any such documents of the Customer shall not amount to acquiescence to any terms that the Customer seeks to impose.

### **3. Goods**

- 3.1 The Goods are as described in the Contract or, if there is one, the Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, 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, allegation, investigation, or regulatory or enforcement action (including any fine or other penalty) made, taken or levied against the Supplier for, relating to or arising out of:
- (a) actual or alleged infringement of a third party's Intellectual Property Rights; or
  - (b) the manufacture, production, sale, or supply of:
    - (i) defective products whether under the Consumer Protection Act 1987 or otherwise; or

- (ii) goods which fail to comply with any express or implied terms, warranties or representations given or made by the Customer to a third party as to quality, description or fitness for a particular purpose; or
- (iii) goods which fail to comply with any requirements for food labelling or trade descriptions,

arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract howsoever arising.

3.3 The Supplier reserves the right to amend the specification of the Goods (whether or not contained in a Specification) at any time before Delivery of the Goods and, in particular but without limitation, in the event of a Material Adverse Circumstance provided that the Supplier shall use its reasonable endeavours to procure that the Goods be as similar to the previous specification as reasonably practicable and the customer is informed of any changes that may affect Safety, Quality and/or Legality prior to delivery so that approval is sought.

#### **4. Delivery to the Customer's Premises**

4.1 This clause 4 applies only if a Contract requires that the Goods be delivered to the Customer's Premises.

4.2 Subject to clause 6.2, 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 on the date set out in the Contract or otherwise at any time after the Supplier notifies the Customer that the Goods are ready.

4.3 Delivery is completed and risk in the Goods shall pass to the Customer on the unloading of the Goods at the Delivery Location. If the Customer wishes to unload the Goods, it shall do so at its own risk.

4.4 If the Customer fails to take delivery of the Goods on the date notified to the Customer in accordance with clause 4.2 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 risk in the Goods shall pass to the Customer and the Supplier shall store the Goods until delivery actually takes place, and charge the Customer for all related costs and expenses (including insurance).

4.5 If the Customer requests the Supplier to attempt a further delivery of the Goods then the Customer shall pay all costs in connection with effecting that further delivery as the Supplier shall notify to the Customer. Alternatively, the Customer may at its cost arrange to collect the Goods from the Suppliers Premises or such other place as notified to it by the Supplier during the Supplier's Business Hours.

## **5. Collection from the Supplier's Premises**

- 5.1 This clause 5 applies only if a Contract requires that the Goods be collected from the Supplier's Premises or another location agreed between the parties (**Delivery Location**).
- 5.2 Subject to clause 6.2, the Supplier shall notify the Customer when the Goods are ready and available for collection from the Delivery Location.
- 5.3 Delivery shall be completed and risk in the Goods shall pass to the Customer when the Customer or its nominee (including any courier instructed by the Customer) takes possession of the Goods at the Delivery Location. The Goods shall be loaded by the Customer at its own risk.
- 5.4 If the Customer fails to collect the Goods from the Delivery Location, within 3 Business Days of the date notified to the Customer in accordance with clause 5.2 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 risk in the Goods shall pass to the Customer and the Supplier shall store the Goods until Delivery actually takes place, and charge the Customer for all related costs and expenses (including insurance).

## **6. Delivery – General**

- 6.1 The Supplier shall ensure that:
- (a) each Delivery of the Goods is accompanied by a delivery note that shows the relevant Customer and Supplier reference numbers (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), the batch number of the Goods and the best before date of the Goods; and
  - (b) 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. Returns of packaging materials shall be at the Supplier's expense.
- 6.2 Any dates quoted for Delivery in the Contract are approximate only, and the time of Delivery is not of the essence. The Supplier shall not, in any event, 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.
- 6.3 If the Supplier fails to Deliver the Goods and such failure amounts to an actionable breach of contract by the Supplier, the Supplier's liability shall, subject always to Clause

11, 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 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 that are relevant to the supply of the Goods.

- 6.4 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were first 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 charge the Customer for any shortfall below the price of the Goods.
- 6.5 If the Supplier Delivers up to and including 5% less than the quantity of Goods ordered the Customer may not reject them. The Supplier shall endeavour to notify the Customer prior to Delivery if it believes that it shall Deliver less than the quantity of Goods ordered.
- 6.6 The Supplier may Deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## **7. Quality**

- 7.1 The Supplier warrants that, except in the case where any Concession is granted by the Customer to the Supplier, on Delivery the Goods shall:
- (a) conform in all material respects with their description and any applicable Specification; and
  - (b) be free from material defects in design, material and workmanship; and
  - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  - (d) be fit for any purpose expressly held out by the Supplier in an Contract or any applicable Specification.
- 7.2 Where the Customer grants any Concession to the Supplier, the Customer shall be deemed to accept the Goods irrespective of whether the Goods conform to the warranties at clause 7.1, and at the Customer's risk, subject to the express terms of any Concession. 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 arising out of or in connection with the Customer's use of any Goods in respect of which a Concession has been granted.

7.3 Subject to clause 7.4, if:

- (a) some or all of the Goods do not comply with the warranty set out in clause 7.1; and
- (b) the Customer gives notice in writing to the Supplier within 1 Business Day from Delivery;
- (c) the Supplier is given a reasonable opportunity of examining such Goods; and
- (d) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business,

the Supplier shall, at its option replace the defective Goods, or refund the price of the defective Goods. If the Supplier elects to make a refund and only some of the Goods do not comply with clause 7.1 then the Supplier shall refund a reasonable proportion of the price of the defective Goods taking account of the proportion of the Goods which do not so conform.

7.4 The Supplier shall not be liable for the failure of the Goods to comply with the warranty set out in clause 7.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 7.3;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters such Goods without the written consent of the Supplier;
- (e) upon delivery the Customer accepts that the Goods have been Delivered without damage or defect;
- (f) the Customer fails to give written notice to the Supplier of the defect within the timescales set out at clause 7.3(b); or
- (g) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (h) the Goods differ from their description or any applicable Specification as a result of changes made in accordance with clause 3.3; or
- (i) the Customer grants a Concession to the Supplier, in which case the warranties at clause 7.1 shall take effect only to the extent set out in the Concession and subject to the terms set out therein.

- 7.5 Except as provided in this clause 7, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.7 These Conditions shall apply to any replacement Goods supplied by the Supplier.

## **8. Title**

- 8.1 Title to the Goods shall not pass to the Customer until the earlier of such time as:
- (a) 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; or
  - (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 8.3.
- 8.2 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the time that risk in the goods passes to the Customer;
  - (d) notify the Supplier immediately if it becomes subject to any Termination Event; and
  - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 8.3 Subject to clause 8.4, 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:
- (a) it does so as principal and not as the Supplier's agent; and
  - (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.



- 8.4 If before title to the Goods passes to the Customer the Customer becomes subject to any Termination Event, then, without limiting any other right or remedy the Supplier may have:
- (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
  - (b) the Supplier may at any time:
    - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
    - (ii) 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.

## **9. Price and payment**

- 9.1 The price of the Goods shall be the price set out in the Contract.
- 9.2 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 Material Adverse Circumstance;
  - (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.
- 9.3 Unless otherwise agreed in writing, the price of the Goods:
- (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 9.4 Subject to clause 9.5 and clause 10.2(c), the Supplier may invoice the Customer for the Goods on or at any time after the goods have been made available for Delivery. The Supplier may at its discretion, by notice to the Customer upon or prior to acceptance of an Order, require that payment be made upon production of a Pro Forma Invoice before Delivery of any Goods. Without limitation to the Supplier's rights under this clause 9.4 the Supplier will typically raise a Pro Forma Invoice where the Supplier has not previously dealt with the Customer and until such time as the Supplier is satisfied as to the credit-worthiness of the Customer

- 9.5 Unless otherwise agreed in writing, the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.
- 9.6 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 NatWest Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.7 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.

## **10. Termination**

- 10.1 In these Conditions, a "Termination Event" means any of the following circumstances:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of being notified in writing to do so;
  - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) if the Customer fails or has previously failed to pay any amount due to the Supplier (including, without limitation, under an invoice or Pro Forma Invoice) on the due date for payment; or
  - (e) the Customer's financial position is such, or deteriorates to such an extent, that in the Supplier's opinion the Customer is, or is likely to be, unable to fulfil its obligations under the Contract.
- 10.2 If the Customer becomes or has previously been subject to any Termination Event, or the Supplier reasonably believes that the Customer has been or is about to become

subject to any Termination Event, then without limiting its other rights or remedies, the Supplier may at its absolute discretion and without incurring any liability to the Customer:

- (a) terminate this Contract with immediate effect by giving written notice to the Customer;
- (b) suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier; or
- (c) raise a Pro Forma Invoice and/or require that any and all outstanding amounts due from the Customer to the Supplier (including interest) be paid in full and in cleared funds before the Supplier commences production of any Goods or before any Goods are Delivered to the Customer.

10.3 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.

10.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

10.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## **11. Limitation of liability**

11.1 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) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (e) defective products under the Consumer Protection Act 1987; or
- (f) any other matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

11.2 Other than in the cases set out in clause 11.1 the Supplier shall under no circumstances whatsoever 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.

## **12. Force majeure**

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 60 Business Days, the party not affected may terminate this Contract by giving written notice of not less than 30 Business Days to the affected party provided that such notice shall be of no effect if the Force Majeure Event ceases to affect the affected party before such notice expires.

## **13. General**

### **13.1 Assignment and other dealings.**

- (a) The Supplier may at any time assign, transfer, 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, 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.

### **13.2 Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 13.2(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13.2; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

### **13.3 Intellectual Property Rights.**

- (a) All Intellectual Property Rights in or arising out of or in connection with a Specification, or the production, supply or development of the Goods, shall be owned by the Supplier.
- (b) Insofar as the Customer owns any Intellectual Property Rights necessary for the production, supply or development of the Goods the Customer grants the Supplier a non-exclusive, royalty-free licence to make use of such Intellectual Property Rights to facilitate the Supplier's performance of its obligations under the Contract.

13.4 **Entire agreement.**

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

13.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.6 **Waiver.** 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.

13.7 **Severance.** 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.

13.8 **Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in

accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

- (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 13.8(a); 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 email, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.9 **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.

13.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

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