



SINCLAIR & RUSH LIMITED CONDITIONS OF SALE

The customer's attention is drawn in particular to the provisions of clause 8.

1. Interpretation

1.1 Definitions:

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 17.3.

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

Customer: the person or firm who purchases the Goods from the Supplier.

Delivery Location: has the meaning given in clause 5.2.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

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

Notification Period: means:

- a) in respect of non-receipt of the Goods or damage to the Goods in transit, within 30 days of the Customer's actual receipt of the Goods; and/ or
- b) in respect of any defect in the Goods, within 6 months of the Customer's actual receipt of the Goods.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be.

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

Supplier: Sinclair and Rush Limited (registered in England and Wales with company number 00679110).

Warranty Period: means:

- a) 3 months from the date of delivery in respect of self-adhesive Goods; and
- b) 12 months from the date of delivery in respect of all other Goods.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

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 law, 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, and provided to the Supplier within a reasonable time frame to enable the Supplier to perform the Contract in accordance with its terms.

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

2.4 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.

2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

3. Goods

3.1 The Goods are described in the Supplier's catalogue as modified by any applicable 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 reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 3.4 In the event the Customer requires full traceability of the Goods throughout the production process, the Customer shall confirm the same in writing to the Supplier prior to manufacture. An additional surcharge may be applied to cater for this requirement at the discretion of the Supplier.
- 4. Price and payment**
- 4.1 The price of the Goods shall be the price set out in the Order Acknowledgment, 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.
- 4.2 The Supplier may, by giving notice to the Customer, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification;
 - (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; or
 - (d) any request by the Customer for full traceability throughout the production process, provided at the sole discretion of the Supplier in accordance with 3.1.
- 4.3 The price of the Goods:
- (a) excludes amounts in respect of value added tax (**VAT**) and any other applicable tax or duty, 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.
- 4.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 4.5 The Customer shall pay each invoice submitted by the Supplier:
- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 4.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 4.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5. Delivery**
- 5.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a Packing List that shows the date of the Order, the order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and a certificate of conformity and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 5.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 5.3 In the event the Supplier at their sole discretion agrees in writing the Customer shall collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier prior to delivery (**Delivery Location**), the Customer shall collect within one week of the Supplier notifying the Customer that the Goods are ready.
- 5.4 Delivery is completed on the completion of unloading of the Goods at the Delivery Location (or in the event the Customer is collecting the Goods in accordance with 5.3, Delivery is completed on the completion of loading of the Goods at the Delivery Location).
- 5.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.6 The Supplier may deliver the Goods prior to the delivery date upon giving reasonable notice to the Customer.
- 5.7 If the Supplier 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 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.

- 5.8 If the Customer fails to take delivery of the Goods within one week 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:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.9 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 actual 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.
- 5.10 If the Supplier delivers up to and including 10% more or less than the quantity of Goods ordered the Customer may not reject them and the Supplier shall make a pro rata adjustment to the invoice for the Goods. The Customer shall take delivery of the Goods and pay for the actual quantity of Goods delivered in accordance with clause 4.5.
- 5.11 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.
- 6. Quality**
- 6.1 The Supplier warrants that, on delivery, and for the duration of the Warranty Period for the applicable Goods, the Goods shall:
- (a) conform in all material respects with the 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).
- 6.2 Subject to clause 6.3, if:
- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the 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, or refund the price of the defective Goods in full.
- 6.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2;
 - (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 or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.4 The Customer shall notify the Supplier in writing of non-receipt of the Goods, or damage to the Goods in transit, or any defect in the Goods within the applicable Notification Period in respect of those Goods, failing which the Supplier shall be under no liability whatsoever to the Customer, who shall nevertheless hold the Supplier harmless and indemnify the Supplier against any loss arising or damage suffered through failure to inform carriers or insurers of any such damage within the required time limits. Any such notice must specify the particular defect or alleged damage and must afford the Supplier reasonable opportunity to inspect the Goods in question. If the Goods are agreed by the Supplier to be damaged, defective or faulty, the Supplier will (at its sole discretion) either rectify the damage, defect or fault, replace any such Goods or credit the invoice value of the Goods and such rectification, replacement or credit will be in full satisfaction of any claim by the Customer. Batches with 2% or less rejects are not returnable and shall be accepted by the Customer. The Customer shall not be entitled to reject any Goods supplied by the Supplier:
- (a) by reason only of a slight variation in colour shade between one batch and another;
 - (b) if the Goods are defective solely by reason of faulty components having been supplied by the Customer or a third party nominated by the Customer; or
 - (c) if the Goods are defective solely by reason of faulty design for which the Customer was responsible nor shall the Supplier be under any liability in respect or any such variation or defect.
- 6.5 Any preliminary samples or colour samples supplied by the Supplier shall be accepted by the Customer as supplied solely for information purposes. The supplying of such samples by the Supplier shall not give rise to any express or implied conditions or warranties as to the quality, description, colour, fitness for purpose or merchantability of the Goods subsequently delivered by the Supplier.
- 6.6 Any Goods sold as sub-standard or surplus stock shall be accepted by the Customer in their actual state and condition and neither the obligation accepted by the Supplier in this Clause 6 nor any other condition or warranty expressed or implied, whether statutory or otherwise, will apply thereto.
- 6.7 For the purposes of s35 (1) and (2) of the Sale of Goods Act as amended the Customer agrees that it is reasonable to examine all Goods purchased within 3 months of delivery or collection and shall be deemed to have done so and unless it notifies the

Supplier in writing otherwise by the end of the working day following such delivery or collection shall by its silence to have intimated to the Supplier that it has accepted Goods purchased.

- 6.8 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.9 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.
- 6.10 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

7. Title and risk

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Customer until the earlier of:
- (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; and
 - (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.
- 7.3 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 date of delivery;
 - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d); and
 - (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.
- 7.4 Subject to clause 7.5, 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 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5 At any time before title to the Goods passes to the Customer, the Supplier may:
- (a) by notice in writing, terminate the Customer's right under clause 7.4 to resell the Goods or use them in the ordinary course of its business; and
 - (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product 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.

8. Limitation of liability

- 8.1 The Supplier has obtained insurance cover in respect of certain aspect of its own legal liability for individual claims not exceeding £5,000,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) defective products under the Consumer Protection Act 1987.
- 8.4 Subject to clause 8.3, the Supplier's total liability to the Customer shall not exceed the Order price.
- 8.5 Subject to clause 8.3, the following types of loss are wholly excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 8.6 This clause 8 shall survive termination of the Contract.

9. Termination

- 9.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (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 days of that party 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), obtaining a moratorium, 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) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 9.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods 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 9.1(b) to clause 9.1(d), 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.
- 9.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the 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 Goods supplied but for which no invoice has 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 and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 9.7 The Contract may be terminated by the Customer:
- (a) with the prior written approval of the Supplier, acting at their sole discretion; and
 - (b) provided the Customer has agreed in writing to indemnify the Supplier against all losses (including loss of profits), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such termination.

10. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

11. Dies and Tools

- 11.1 Dies and tools will be invoiced at part cost only at the sole discretion of the Supplier and payment thereof will be due as follows:
- (a) One third with Order;
 - (b) One third on the completion of manufacture; and
 - (c) One third on approval of samples, prior to production quantities.

Payment in respect thereof shall be due and payable in accordance with clause 4.5.

- 11.2 Dies and Tools will be designed as component parts of the Supplier's plant to comply with its particular methods of production and they shall not normally be removed from its works and shall remain the property of the Supplier at all times. Dies and tools will be stored and maintained throughout their normal useful life at the Supplier's expense. All reasonable care will be taken in maintenance but the Supplier does not undertake to replace worn out dies or tools. In the event of the Customer ordering less of the Goods than the quantity specified in the Supplier's quotation, or failing to take delivery of such full quantity within the period stated on the quotation, the Supplier shall be entitled to charge to the Customer the whole or a proportionate part as may be appropriate of the cost of making the die or tool, taking into account the part cost stated in the quotation.

12. Development Charge

- 12.1 In cases where a tooling charge is not appropriate, a charge may be made, at the sole discretion of the Supplier, for development work carried out by the Supplier. Development charges will be invoiced, and payment thereof will be due as follows:
- (a) One third with order
 - (b) One third on completion of development
 - (c) One third on approval of samples, prior to production quantities.

Payment in respect thereof shall be due and payable in accordance with clause 4.5.

- 12.2 Any tooling, machinery, material and equipment developed by the Supplier, in carrying out such development work, remains the sole property of the Supplier, and neither the issue by the Supplier of any invoice in respect of development charges, nor the payment thereof by the Customer shall be deemed to effect or to be evidence of a sale of such tooling, machinery, material or equipment. In the event of the Customer ordering less of the Goods than the quantity specified in the Supplier's quotations or failing to take delivery of such full quantity within the period stated on the quotation, the Supplier shall, at their sole discretion, be entitled to charge to the Customer the whole or a proportionate part of the cost of development work, taking into account the development cost stated in the quotation.

13. Custom Made Goods

If the Customer orders specialised, non-stock sizes or colours, or custom-made Goods from the Supplier, then the Customer will be provided with final samples of the Goods and an Initial Sample Inspection Report ("ISIR"). Upon the Customer's inspection of such final samples and submission to the Supplier of a signed ISIR, the Supplier will proceed to manufacture and deliver such Goods to the Customer. If the Customer thereafter fails to take delivery or provide payment for such specialised, non-stock sizes or colours, or custom made Goods for any reason whatsoever, the Supplier shall, without prejudice to any other right or remedy available to the Supplier, be entitled upon demand to receive full payment of the contract price for the Goods since both the Supplier and the Customer agree that they are not saleable to third parties.

14. Product Literature

14.1 The Supplier hereby gives notice to the Customer that the Supplier has available information and product literature concerning the conditions necessary to ensure that the Goods supplied hereunder will be safe and without risks to health when properly used. It remains the responsibility of the Customer to ensure the Goods are properly used. If the Customer is not already in possession of such literature or requires any information in connection with the safe use of the Goods at work, the Customer should immediately contact the Supplier.

15. Export Terms

15.1 In these conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these conditions, the provisions of these Conditions shall prevail.

15.2 Where the Goods are supplied for export from the United Kingdom or the United States, the provisions of this Clause 15 shall apply (subject to any special terms agreed in writing between the Customer and the Supplier) notwithstanding any other provisions of these Conditions.

15.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

15.4 For the purposes of Section 32(2) of the Sale of Goods Act 1979 the Customer hereby authorises the Supplier to contract with such carrier or carriers as it may decide at its absolute discretion and without liability thereto

15.5 Unless otherwise agreed in writing between the Customer and the Supplier, the Goods shall be delivered FOB the air or sea port of shipment, and the Supplier shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

15.6 Prior to any shipment or delivery of the Goods, the Customer shall arrange for testing and inspection of the Goods. The Supplier shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is discovered after shipment or in respect of any damage during transit.

15.7 The Customer undertakes not to offer the goods for resale in any country notified by the Customer to the Supplier at or before the time the Customer's Order is accepted by the Supplier or to sell the Goods to any person if the Customer knows or has reason to believe such person intends to resell the Goods in any such country.

16. REACH Regulation

16.1 All products manufactured by the Supplier in the United Kingdom derive from substances and/or preparations from suppliers that have pre-registered and/or fully registered with the European Chemical Agency.

16.2 The Supplier has appointed a REACH Coordinator as required by European Directive 1907/2006. For contact details please call +44 (0) 1622 693 200

16.3 This is to confirm that for any substance which appears on the Candidate List of Substances of Very High Concern, the Supplier will seek alternatives where available. Quotations for any affected product can be arranged upon request.

16.4 Unless otherwise stated, currently Dip Mouldings produced by the Supplier contain Bis (2-methoxyethyl) phthalate CAS Number 117-82-8, which may cause harm to the unborn child with possible risk of impaired fertility.

16.5 Customers are reminded that components containing phthalates are not to be incorporated into either Toys or Childcare Products destined for any European State.

16.6 Any Supplier product which contains the raw material described in section D above, that are then to be incorporated into a Medical Device, shall be identified by the Customer by applying the Medical Device Symbol for DEHP. It is recommended that you obtain advice from your Microbiologist before these materials are specified and subsequently used, to ensure an adequate risk assessment has been carried out to mitigate any hazards identified.

16.7 Please note that the Supplier in the UK does not manufacture PVC Products that are designed to come in contact with Food Stuffs.

17. General

17.1 Assignment and other dealings.

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over 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, delegate, 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.

17.2 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party

agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

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

17.4 Waiver.

- (a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 17.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.6 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) 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.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.7 Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.8 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.

17.9 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 the Contract or its subject matter or formation.