

Credit Application Form



Limited Company Details			
Registered Name		Trading Name	
Date Registered		Company Reg. No.	
Registered Company Address		Post Code	
Full names of Director(s)		VAT Number	
Company Tel No		Company Email	
Company Website		Estimated Monthly Limit	£
Non-Limited Only			
Trading Name		Industry/Nature of business	
Type of Organisation	<input type="checkbox"/> Sole trader <input type="checkbox"/> Partnership <input type="checkbox"/> (local) Government <input type="checkbox"/> Charity <input type="checkbox"/> Other _____		
Home Address of Owner/Partner(s)		Post Code	
Year Business Established		Year at Present Address	
Telephone Number		Email Address	
Website		Estimated Monthly Limit	£
Accounts Details (if different)			
Invoicing Address		Post Code	
Accounts Email		Accounts Tel No	
Other Invoicing Requirements			
Trade Reference (please complete for 2 trade references)			
Company Name		Company Name	
Address		Address	
Tel No		Tel No	
No of years trading		No of years trading	
I understand as a Director of the above stated company, Revive Recycled Plastics Ltd may make a credit reference agency search and consent to such a search being carried out. We accept the Terms & Conditions (available on request) of Revive Recycled Plastics Ltd as a basis for current and future trading.			
Signed		Position	
Name		Date	

For assistance call 020 8261 7111

Return to accounts@reviverp.co.uk

Office Use			
Monthly Credit Limit required		Name	
Credit Agency Credit Limit		Signed	
Approved Credit Limit		Date	

TERMS AND CONDITIONS OF SALE AND DELIVERY

SCOPE OF APPLICATION

The following General Terms and Conditions of Business (GT&Cs) for the sale and delivery of Goods shall apply to sales between Revive Recycled Plastics Limited (company number 12645362) whose registered office address is at Pigeon House Farm, Common Road, Dorney, Windsor, SL4 6QB ("the Seller") and a Buyer named in the Seller's Order Confirmation ("the Buyer") and both "the parties".

In these GT&Cs, the following definitions shall apply:

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

"Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods in accordance with these GT&Cs.

"Force Majeure Event" means any event outside a party's reasonable control including, but not limited to acts of God, war, flood, fire, pandemic or epidemic, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental or regulatory actions (including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent), non-performance by Sellers or subcontractors, interruption or failure of utility service or any other similar events.

"Goods" means the goods (or any part of them) supplied to the Buyer in accordance with a Contract.

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include but are not limited to copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

"Order" means the Buyer's order for Goods, as set out in the Buyer's written acceptance of the Seller's quote or in correspondence between the parties, or as confirmed in the Seller's written order confirmation of the Buyer's order, as the case may be.

I. GENERAL

- The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these GT&Cs. An Order shall only be deemed accepted and become binding on the Seller when the Seller issues written confirmation of the Buyer's Order at which point the Contract shall come into existence. Any amendment or variation of the Contract must be in writing and agreed between the parties. A quotation for the Goods provided by the Seller shall not constitute an offer and shall be subject to change without notice, unless specified as a fixed quote in writing.
- These GT&Cs shall apply to each Contract between the parties for the sale and delivery of Goods to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Buyer's terms and conditions of business shall not apply to any such Contract, unless expressly accepted by the Seller in writing.
- The Buyer shall be responsible for checking and satisfying itself as to the completeness, accuracy and timely submission of any Order for Goods or of the execution documents to be obtained or drawn up by the Buyer.
- Where the Buyer makes an Order for the production of a high quantity of Goods and the Seller acts on that request by reserving production capacities for the manufacture of such Goods, if such quantity of Goods is no longer required or is delayed for reasons attributable to the Buyer, the Buyer shall be liable for all losses incurred as a result by the Seller.
- The Seller shall not be liable for or bound by evident printing errors including (but not limited to) any evident errors in pricing or in any specification for the Goods.
- If any individual provision or part-provision in these GT&Cs is or becomes invalid, illegal or unenforceable, the parties agree it shall be deemed deleted, but that shall not affect validity and enforceability of the remaining terms in these GT&Cs.

II. PRICES

- Unless otherwise specifically agreed between the parties, all prices shall be ex works with all stated prices (where applicable) being exclusive of freight charges and other transportation costs (where applicable and including insurance costs), customs duties, import levies, incidental levies, packaging and pallet costs, labour costs and VAT (at the statutory rate) and other similar expenses which will be invoiced to the Buyer and payable in addition.
- The Seller's prices are calculated based on the pricing conditions that apply at the time of carrying out the calculation. If the cost of supplying the Goods (including without limitation in relation to materials, labour, other manufacturing costs or any other factor which is beyond the Seller's control) materially changes between the conclusion of the Contract and the actual delivery date, the Seller may (by giving notice to the Buyer) increase the price of the Goods to reflect any increase in the costs of the Goods. Where the cost of supplying the Goods increases by 20% or more of the total price of the Goods, either party may terminate the Contract where an agreement on price cannot be achieved between the parties.
- Where it is agreed that the price shall be determined by the weight of the Goods, the price shall be based on the weight of samples approved and supplied by the Seller.
- Where the Seller has agreed to carry out the installation or assembly of the Goods at the Buyer's request, the Buyer shall pay an additional fee for these services to be agreed between the parties which will be inclusive of all expenses incurred by the Seller in providing the services (including but not limited to travel expenses, cost of transportation of tools and personal luggage, and other ancillary costs).
- The Seller shall not be bound by any previous stated prices or previous quotes provided to a Buyer where a new or follow-up order is placed by the Buyer.

III. DELIVERY AND ACCEPTANCE

- Unless otherwise agreed, delivery of the Goods shall take place at the Seller's nominated place of delivery (as notified to the Buyer by the Seller in advance of delivery). Where the parties agree that the Goods will be delivered by the Seller to any other place that is not the Seller's nominated place of delivery, this shall be at the Buyer's own risk from loading of the Goods at the Seller's nominated place.
- Unless otherwise agreed, any dates provided for delivery are approximate only and time of delivery is not of the essence. Where a delivery period is agreed between the parties, such delivery period shall start to run when the Seller notifies the Buyer that each of the following has been received from the Buyer: (i) all documents and information necessary to fulfil the Order, (ii) where applicable, any upfront payment set out in the Order; or (iii) the timely delivery of any material to be supplied by the Buyer to the Seller. Unless otherwise agreed, a time period for delivery shall mean the time to the Goods being made available for collection or shipment at the Seller's nominated place of delivery.
- If the Seller fails to deliver the Goods after a reasonable time, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement Goods of similar description and quality in the cheapest market available, less the price of the non-delivered Goods. The Seller shall have no liability for any failure to deliver the Goods that is caused by a Force Majeure Event or the Buyer's gross negligence or wrongful intent, failure to provide the Seller with adequate instructions that are relevant to the supply of the Goods or has defaulted on accepting receipt of

the Goods.

- If at any time the Seller becomes aware or reasonably suspects that the Buyer is insolvent, suspends or ceases trading or its financial position is such that it may be incapable to adequately fulfil its obligations under the Contract, the Seller shall be entitled to amend the payment terms set out in this clause III, including (without limitation) by requesting payment on demand or by requesting payment concurrently with delivery of the Goods. The Seller reserves the right to delay delivery until any upfront payment requested (including without limit under clause VII. 2) is paid by the Buyer.
 - The Seller 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 Buyer to cancel any other instalment. If the Seller delivers up to and including 5% more or less than the quantity of Goods ordered the Buyer may not reject them.
 - Where the Seller and Buyer agree to a call-off arrangement where the term, manufacturing batch sizes or other such particulars have not been agreed upon in advance, the Seller may no later than 3 months after concluding the Contract with the Buyer request that such particulars be provided. If the Buyer fails to provide such particulars within three weeks, the Seller shall be entitled (at its option and following a two-week grace period) to demand immediate delivery of Goods alongside concurrent payment, to immediately terminate the contract and/or to claim damages from the Buyer.
 - If the Buyer fails to take actual delivery of the Goods within 10 Business Days of the Seller notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event, the Seller (without prejudice to its other rights) may resell or otherwise dispose of part of all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
 - The Seller shall be entitled to use raw materials or other materials that deviate from those set out in the Contract and any sample provided to the Buyer insofar as the replacement materials are not of material difference in terms of usability to those set out in the Contract. In particular, the Buyer acknowledges that due to the nature of the material, the colour or surface finish of the Goods may vary.
 - All packaging materials made available by the Seller to the Buyer shall be returned to the Seller at the nominated place of delivery if possible, otherwise the Buyer shall make any such packaging available for collection by the Seller at such times as the Seller shall reasonably request. The expenses of collection of packaging materials by the Seller shall be borne by the Seller.
 - The Buyer may only return non-defective Goods to the Seller with the Seller's consent. Where the Seller consents to a return of non-defective Goods, the Seller shall be permitted to charge a minimum restocking fee to the Buyer of either 10% of the net value of the Goods or £50.00 (whichever is higher).
- ### IV. PACKAGING, SHIPMENT AND RISK
- Where the parties agree that the Seller will arrange delivery on behalf of the Buyer to the Buyer's premises, (unless otherwise agreed between the parties) the packaging of Goods, the method of shipment and the route of shipment shall be at the sole discretion of the Seller. The Buyer shall be responsible for all expenses and costs of the delivery.
 - Where the Seller is arranging delivery for the Buyer, the risk in the Goods shall pass to the Buyer immediately upon the Goods leaving the Seller's premises. Where the dispatch of the delivery from the Seller's premises is delayed due to a fault on the part of the Buyer, the risk shall be deemed to have passed on notification of readiness for delivery from the Seller. Where such a delay occurs, the Buyer shall be obliged to bear all costs of storage.
 - Where it is agreed that the Seller shall deliver the Goods to the Buyer's premises, this shall be subject to suitable access roads and to unloading by the Buyer without delay; otherwise, the Buyer shall be liable for any incurred loss and additional expenditure.
 - At the Buyer's written request and expense, the Goods shall be insured against risks specified by the Buyer.
- ### V. TITLE OF GOODS
- Title to the Goods shall remain with the Seller until the earlier of (i) all outstanding payments of the Buyer (including under the Contract and any other contracts) are paid in full and cleared funds by the Buyer or (ii) the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer in accordance with clause V.3.
 - Until title to the Goods has passed to the Buyer, the Buyer shall: (i) store the Goods separately from all other Goods held by the Buyer so that they remain readily identifiable as the Seller's property, (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery, (iv) notify the Seller immediately if the Buyer is or becomes insolvent, suspends or ceases trading or where its financial position is such that it may be incapable to adequately fulfil its obligations under the Contract or any similar circumstances occur, (v) give the Seller such information relating to the Goods as the Seller may require from time to time; and (vi) allow the Seller to enter any premises of the Buyer or any third party where the Goods are stored at any time to repossess them.
 - The Buyer may resell or use the Goods in the ordinary course of business (but not otherwise) before title has passed to the Seller and before the Seller receives payment. However, if the Buyer resells or uses the Goods before such time, (i) it does so as principal and not as agent; and (ii) title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale or use by the Buyer occurs. The Buyer shall not be entitled to make any other dispositions in respect of the Goods under retention of title (including but not limited to mortgaging, pledging or using the Goods as security). Where the Buyer becomes subject to any of the circumstances set out at clause V.2(iv) then, without limiting any other right or remedy, the Seller may have the Buyer's right to resell or use the Goods in the ordinary course of business cease immediately.
 - Any pledging or seizure of the Goods under retention of title by a third party shall be reported to the Seller without delay. Any costs resulting from such action shall be chargeable to the Buyer unless the costs are paid by a third party.
 - The Seller may at any time prior to the title of the Goods transferring: (i) require the Buyer to deliver up all Goods in its possession that have not been resold, (ii) if the Buyer fails to deliver up promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
- ### VI. QUALITY OF GOODS
- Subject to this section VI, the Seller warrants that on delivery and for the Warranty Period, the Goods shall: (i) conform in all material respects with their description and any applicable specification or samples approved by the Buyer, (ii) be free from material defects in design, material and workmanship, (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and (iv) be fit for any purpose held out by the Seller.
 - The Warranty Period will be 20 years from the date of delivery save that:
 - for reinforced posts the Warranty Period will be 5 years from the date of delivery;
 - for custom-made products, industrial profiles, finished parts and systems, second quality and remaining stock sales reinforced posts the Warranty Period will be 12 months from the date of delivery; and
 - where the Goods are not manufactured by the Seller, the Seller warrants that the Goods shall comply with the warranty at clause VI.1 at the date of delivery only. Where the Goods are not manufactured by the Seller, the Seller shall use reasonable endeavours to pass on to the Buyer any warranty it receives for the Goods from the manufacturer.
 - Upon receipt of the delivery, the Buyer shall, without delay, inspect the Goods and immediately (and in any event within the warranty period at clause VI.1) report in writing if any of the Goods do not comply with the warranty set out at clause VI.1 and shall provide such details of its order and

photographic evidence as the Seller may require.

4. Upon receipt of notice from the Buyer during the warranty that the Goods, or some of the Goods, do not comply with the warranty set out at clause VI.1, the Seller shall be given a reasonable opportunity of examining such Goods and may request the return of the Goods by the Buyer to the Seller's place of business at the Buyer's cost (to be reimbursed if on inspection the Goods do not conform with the warranty set out at clause VI.1). The Seller shall, at its option, repair or replace any defective Goods, or refund the price of any defective Goods in full. For the avoidance of doubt, the Seller will not be required to reimburse costs of transport, installation, re-installation or any consequential damage, disassembly, or other costs.
5. The Seller shall not be liable for any breach of warranty where the Goods are not fit for a specific purpose required by the Buyer unless the Buyer has notified the Seller of that specific purpose prior to the completion of the Contract and the Seller provides an express warranty in writing relating to that specific purpose.
6. The Buyer acknowledges and accepts that due to the nature of the material used to manufacture the Goods, there may be minor fluctuations in the aesthetic appearance and quality of the Goods (particularly but not limited to relating to its colour or surface finish) which may deviate from any specification or sample provided by the Seller. The Buyer accepts that the Seller has no control over such qualities and will not be liable for them as if they were a defect where the Goods delivered are fit for their intended use. Any agreement on the specified colour of any Goods will therefore be based on the general colour of the Goods, taking into account the minor fluctuations in colour which may occur.
7. Notwithstanding clause VI.1, the Buyer acknowledges and accepts that (and the Seller shall not have any liability in relation to):
 - (a) where Goods are used outdoors and are exposed to certain weather and other conditions for a prolonged period, the colour and the surface quality (but not the use) of the Goods may alter. The Seller does not provide any guarantee to the Buyer in respect of colour fastness; and
 - (b) where the Goods are exposed to heat or cold temperatures, the size of the Goods may fluctuate by +/- 1.5% which should be borne in mind by the Buyer when installing the Goods.
8. The Seller shall not be liable to comply with the warranty set out at clause VI. 1 if the defect arises due to: (i) improper handling or installation of the Goods by the Buyer or a third party or handling of the Goods that is contrary to any oral or written instructions provided by the Seller to the Buyer or contrary to Good trade practice, (ii) where the Buyer (or a third party) has taken steps to fix any defect without the Seller's consent or continues to use the Goods after having become aware of the defect; (iii) fair wear and tear, wilful damage, negligence, abnormal storage or working conditions, (iv) the Seller following any drawing, design or specification supplied by the Buyer; (v) the Buyer altering or repairing the Goods without the consent of the Seller; or (vi) the Goods differing from their specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

VII. TERMS OF PAYMENT

1. Unless otherwise agreed all payments and expenses shall be made by the Buyer in full and in cleared funds, without any deduction or set-off, within 30 days of the date of an invoice.
2. Where the Buyer places an Order for custom-made or bespoke products, the Buyer shall pay 30% of the total payment amount due for the Goods upfront when ordering, 60% of the total payment amount due when notified by the Seller that the Goods are ready for delivery and 10% of the total payment amount due upon delivery of the Goods.
3. All payments made under these GT&Cs shall be made £ (pounds) directly to the Seller. Agents shall not be entitled to collect payments.
4. If the Buyer fails to make payment due to the Seller under the Contract by the due date, then, without limiting the Seller's other remedies, the Buyer 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 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
5. The Buyer shall pay all sums payable under a Contract in full without set-off, counterclaim, deduction or withholding (other than any deduction or withholding of taxes as required by law).
6. Where the Buyer makes a payment for Goods, any such payment received will first be used to set-off earlier payments that are due and have not been paid (whether under the Contract or any other contract with the Buyer). Any surplus amount shall then be credited against the current invoice for which the payment was intended.

VIII. MOULDS (TOOLS)

1. The Seller is, and shall remain, the owner of the moulds manufactured in connection with the order by the Seller itself or by a third party engaged by the Seller. Any charge to the Buyer relating to the costs of the mould shall not be an indication that the Buyer has any rights to the moulds except as set out in these GT&Cs. Moulds made to the Buyer's specification shall be used exclusively for the Buyer's orders as long as the Buyer meets its obligations under the Contract. If the moulds become unusable due to wear and tear during normal use, the Seller may charge the Buyer on a pro-rate basis for mould costs anew. The Seller shall be obliged to replace any moulds that require replacing free of charge if such moulds are necessary for fulfilling an output quantity guaranteed by the Seller to the Buyer. Subject to providing prior notice to the Buyer, the Seller's obligation to hold any moulds in safekeeping on its premises or on the premises of a third party shall expire two years after the last delivery of parts from such mould.
2. The price for moulds shall include the costs for a single supply of samples to the Buyer (but will not include the costs for testing and machining devices or for alterations required by the Buyer to the mould). Any additional costs for the supply of samples for reasons attributable to the Seller shall be borne by the Seller.
3. Where the parties reach a separate agreement that the Buyer is to become the owner of the moulds, such agreement must be in writing. Where this is the case, the title to the moulds shall pass to the Buyer on full payment of the purchase price in cleared funds. The Seller shall retain possession of the moulds at all times on behalf of the Buyer (without the right for the Buyer to recover possession of such moulds and regardless of the service life of such moulds) until the Contract has ended. The Seller shall at all times mark the moulds as being the property of the Buyer and shall, at the Buyer's request, insure the moulds in their possession at the cost of the Buyer.
4. Regardless of whether the moulds are owned by the Buyer in accordance with clause VIII.3, or made available to the Buyer on loan for the duration of a Contract, the Seller's responsibility for the moulds in relation to their safekeeping and maintenance shall be limited at all times to the diligence the Seller applies to its own affairs. All servicing and insurance costs of the moulds shall be borne by the Buyer. Where the moulds are owned by the Buyer, the Seller's obligations in relation to the moulds shall cease within a reasonable period of completion of a Contract where the moulds have not been collected on reasonable notice to the Buyer to collect them. Where the Buyer owns the moulds, this right to ownership shall cease immediately where the Buyer has not fully met its obligations under the Contract.

IX. SUPPLY OF BUYER MATERIALS

1. The Buyer agrees to supply all necessary materials to enable the Seller to perform its obligations under the Contract in a timely manner, in Good condition and with an appropriate quantity (with a surplus of at least 5%).
2. The Seller shall not be responsible for any delay in delivering the Goods or in performing any of its obligations under the Contract where such delay is caused by the Buyer's failure to comply with clause IX.1. Except in the case of a Force Majeure Event, the Buyer shall be responsible for all costs that arise out of its failure to comply with clause IX.1 that is as a result of the Buyer not complying with clause IX.1 shall

X. LIMITATION OF LIABILITY AND CLAIMS

1. Except as set out in these GT&Cs, all warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent

permitted by law.

2. Nothing in these GT&Cs shall exclude any liability which cannot legally be limited, including (but not limited to) liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
3. The Seller shall have no liability to the Buyer whether arising in contract, tort (including negligence) or otherwise for:
 - (a) any loss (whether direct or indirect) of profits, sales or business revenue, anticipated savings, reputation or Goodwill;
 - (b) any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and
 - (c) any business interruption, loss of business, contracts and/or opportunity.
4. Subject to clause X.2, the Seller's total liability to the Buyer in respect of all claims and other losses arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price of the Goods under the Contract.

XI. INTELLECTUAL PROPERTY RIGHTS

1. To the extent that the Goods are to be provided in accordance with a specification, drawings, models or samples supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential loss, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Seller arising out of or in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the specification, drawing, model or sample for the Goods. This clause XI.1 shall survive termination of the Contract. Where the Seller receives notification or a claim from a third party alleging its use of a specification, drawing, model or sample provided by the Buyer breaches the third party's intellectual property rights, the Seller shall be entitled to discontinue performing its obligations under the Contract until the position has been confirmed. If such delay makes it unreasonable or impossible for the Seller to continue performing its obligations under the Contract, the Seller shall be entitled to immediately terminate the Contract on notice.
2. Where a Buyer or potential Buyer provides drawings and samples to the Seller and the drawings or samples are not used as part of an Order, the Seller shall return such drawings and samples on request on the cost of the Buyer or potential Buyer. Otherwise, the Seller shall be entitled to destroy the drawings or samples after 3 months of receiving them from the Buyer or potential Buyer.
3. The Buyer acknowledges that the Seller owns all the Intellectual Property Rights in the models, moulds, devices, drafts and drawings created or provided by the Seller or a third party on the Seller's behalf used in the manufacturing of Goods under a Contract. The Seller shall ensure that materials used or provided by the Seller under clause XI.1 under the Contract shall not breach a third party's Intellectual Property Rights in the country where delivery of the Goods shall take place. The Buyer shall only be permitted to use such materials in accordance with specific instructions provided by the Seller.
4. Unless otherwise agreed, the Seller warrants that on delivery, the Goods shall not infringe any third-party Intellectual Property Rights in the country where delivery takes place. The Seller gives no warranty that the Goods will not infringe all third-party Intellectual Property Rights in any country other than the country where delivery takes place. Where applicable, it is the responsibility of the Buyer to ensure that where it purchases Goods from the Seller, any onward sale or transfer of such Goods outside of the country where delivery takes place will not infringe the Intellectual Property Rights of any third party. The Buyer shall immediately notify the Seller in writing where it receives or is made aware of any claim from a third party alleging that its use of Goods infringe a third party's Intellectual Property Rights, regardless of where such alleged breach occurs. Where, in the Seller's opinion (acting reasonably), such a claim is likely to be justified, the Buyer shall take all reasonable steps to ensure that it is no longer infringing that third party's Intellectual Property Rights (including but not limited to stopping or modifying its use of the Product in breach of the third party's Intellectual Property Rights or by procuring a licence from the third party to continue its use of the Product).

XII. GENERAL

1. Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failing to perform, any of its obligations (excluding payment obligations) under the Contract if such delay or failure is due to a Force Majeure Event. In such circumstances, the affected party will notify the other party of the Force Majeure Event and the time for performance shall be extended by the period during which performance of the obligation has been delayed or failed to be performed. The affected party will use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.
2. Assignment and other dealings. The Seller may assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under a Contract. The Buyer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under a Contract without the Seller's written consent.
3. Notices. Any notice given to a party under or in connection with a Contract shall be in writing and addressed to the address contained in these GT&Cs (or as otherwise nominated by a party to the other in writing) and shall be deemed to have been delivered on delivery if by hand or within 48 hours of posting if sent by prepaid first class registered post. A notice given under this Contract is not valid if sent by email.
4. Waiver. No waiver by either party of any provision or part-provision of a Contract shall be considered to be a waiver of any subsequent breach of the same provision or any other provision.
5. Entire agreement. The 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 the subject matter.
6. Third party rights. All third-party rights are excluded and no third parties shall have any rights to enforce the Contract.
7. Variation. No variation of the Contract shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
8. 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.
9. Governing law. The Contract, and any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be exclusively governed by and construed in accordance with the laws of England and Wales.