

**HORTEC GROW WITH TECHNOLOGY  
CONDITIONS OF SALE**

**1 INTERPRETATION**

1.1 In these Conditions:

'BUYER' means the person who purchases the Goods and/or Services from the Seller or whose order for the Goods and/or Services is accepted by the Seller

'GOODS' means the goods (including any parts required for the instalment of the goods or the supply of the Services), as set out in the Seller's quotation or the Order (as applicable), which the Seller supplies to the Buyer in accordance with these Conditions

'ORDER' means the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form, or email request, or the Buyer's written acceptance of the Seller's quotation, or overleaf, as the case may be

'PRE-USED GOODS' means Goods (for the avoidance of doubt, including pre-used parts required for the instalment of the Goods or the supply of the Services) which are represented by the Seller as having been previously used and not as being new

'SELLER' means Hortec Grow With Technology Ltd.

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller

'CONTRACT' means these Conditions together with the Seller's quotation and any other terms agreed in writing between the parties

'INTELLECTUAL PROPERTY RIGHTS' means any patents, utility models, rights to confidentiality, copyright and neighbouring and related rights, moral rights, trade marks and service marks business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, [rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

'SERVICES' means the services supplied by the Seller to the Buyer, as set out in the Seller's quotation or the Order (as applicable), which the Seller supplies in accordance with these Conditions

'WRITING' includes email and facsimile transmission.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 A reference to a party includes its personal representatives, successors and permitted assigns.

1.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

**2 BASIS OF THE SALE**

2.1 The Order constitutes an offer by the Buyer to purchase Goods and/or Services subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such Order is made or purported to be made, by the Buyer.

2.2 The Order shall only be deemed to be accepted when the Seller either issues written acceptance of the Order, or commences the supply of the Goods and/or Services, at which point and on which date the Contract shall come into existence.

2.3 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.4 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.6 Any typographical, clerical or other error or omission in sales literature quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

**3 ORDERS AND SPECIFICATIONS**

3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order and any applicable specification, and for giving the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.2 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all liabilities, loss, damages, costs and expenses (including any direct, indirect or consequential losses, 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 infringement of the Intellectual Property Rights of any other person arising out of or in connection with the Seller's use of the Buyer's specification.

3.3 The Seller reserves the right to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable statutory or regulatory requirements or, if the amendment will not materially affect the nature, quality or performance of the Goods and/or Services.

3.4 The Order may not be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

**4 PRICE**

4.1 Subject to clause 4.4, the price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the Order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The price for Services shall be calculated on a time and materials basis:

4.2.1 the price shall be calculated in accordance with the Seller's hourly fee rates, as set out in the Order or otherwise on its current price list at the date of the Contract;

4.2.2 the Seller shall be entitled to charge an overtime rate of 200% of the hourly fee rate for any time worked by individuals whom it engages on the Services outside reasonable business hours and an additional charge if the Services require such individuals to spend over 8 hours carrying out the Services so that an overnight stay is required;

4.2.3 the Seller shall be entitled to charge the Buyer for any expenses reasonably incurred by the individuals whom the Seller engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Seller for the performance of the Services; and

4.2.4 the Seller shall be entitled to charge the Buyer for the cost of any Goods required for the provision of the Services (including parts) and for the cost of any other materials required for the performance of the Services.

4.3 The Buyer shall pay for the Goods and/or Services in pound sterling (regardless of whether the price is expressed in another currency), except as otherwise expressly agreed in writing by the Seller.

4.4 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of taxes and duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.5 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.6 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods but full credit will be given to the user provided they are returned undamaged to the Seller before the due payment date.

**5 TERMS OF PAYMENT**

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer:

5.1.1 for the price of the Goods, on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods; and/or

5.1.2 for the price of the Services, on completion of the Services.

5.2 The Buyer shall pay the price of the Goods and/or Services (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days of the date of the Seller's invoice, except where the invoice states otherwise and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.3.1 cancel the Contract and/or suspend any further deliveries to the Buyer;

5.3.2 appropriate any payment made by the Buyer to such of the Goods or Services (or the goods or services supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

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- 5.3.3 charge the Buyer interest (both before and after any judgement) accruing on a daily basis, on the amount unpaid, at the rate of 10 per cent per annum above Yorkshire Bank base rate from time to time, until payment in full is made. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.4 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Seller to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 5.5 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).
- 6 DELIVERY OF GOODS**
- 6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.4 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace the Goods.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 7 RISK AND PROPERTY**
- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
- 7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 7.1.2 in the case of Goods installed during the course of provision of Services, at the time when the Services are completed; or
- 7.1.3 in all other cases, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the title in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3 Until such time as the title in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business on the understanding that it is selling/using the Seller's property as agent.
- 7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, the Buyer hereby grants the Seller an irrevocable licence at any time to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 7.6 Where the Seller is unable to determine whether any of Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.
- 8 SUPPLY OF SERVICES**
- 8.1 The Seller shall supply the Services to the Buyer in all material respects in accordance with any specification for the Services (provided by the Seller to the Buyer.)
- 8.2 The Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order or any quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 The Seller warrants to the Buyer that the Services will be provided using reasonable care and skill.
- 9 BUYER'S OBLIGATIONS**
- 9.1 The Buyer shall:
- 9.1.1 co-operate with the Seller in all matters relating to the Services;
- 9.1.2 provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises and facilities as reasonably required by the Seller to provide the Services;
- 9.1.3 provide the Seller with such information and materials as the Seller may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.4 where the Services take place at the Buyer's premises:
- (a) prepare the Buyer's premises for the supply of the Services;
- (b) obtain and maintain all necessary licences, permissions and consents which may be required for the provision of the Services before the date on which the Services are to start;
- (c) comply with all applicable laws, including health and safety laws; and
- (d) keep all materials, equipment, documents and other property of the Seller at the Buyer's premises in safe custody at its own risk, maintain such materials in good condition until returned to the Seller, and not dispose of or use such materials other than in accordance with the Seller's written instructions or authorisation.
- 9.2 If the Seller's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("**Buyer Default**"):
- 9.2.1 without limiting or affecting any other right or remedy available to it, the Seller shall have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations in each case to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;
- 9.2.2 the Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3 the Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default.
- 10 WARRANTIES**
- 10.1 Subject to the conditions set out below, the Seller warrants that the Goods will correspond in all material respects with their specification at the time of delivery and will be free from defects in material and workmanship for a period of six months from the date of delivery.
- 10.2 The warranty in clause 10.1 is given by the Seller subject to the following conditions:
- 10.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- 10.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions;
- 10.2.3 the Seller shall be under no liability in respect of any defect arising from the Buyer's failure to follow the Seller's instructions (whether oral or in writing) as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice, or any misuse or alteration or repair of the Goods without the Seller's approval;
- 10.2.3 the Seller shall be under no liability under the warranty in clause 8.1 (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 10.2.4 the warranty in clause 10.1 does not extend to pads, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller;
- 10.2.5 the Buyer makes any further use of such Goods after giving a notice in accordance with clause 10.5;
- 10.2.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards;
- 10.2.5 the warranty in clause 10.1 does not extend to Pre-Used Goods.
- 10.3 Subject as expressly provided in these Conditions, and except where the Goods and/or Services are sold to a person dealing as a consumer (within the meaning of the Consumer Rights Act 2015), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.4 Where the Goods and/or Services are sold under a consumer transaction (as defined by the Consumer Rights Act 2015) the statutory rights of the Buyer are not affected by these Conditions.
- 10.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with their specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be

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- entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 10.6 In respect of any valid claim under the warranty set out in clause 10.1 which is notified to the Seller in accordance with these Conditions, the Seller shall repair or replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), and any Goods so replaced or repaired shall be guaranteed for the unexpired portion of the 6-month period. The Seller shall have no further liability to the Buyer.
- 11. LIMITATION OF LIABILITY**
- 11.1 Nothing in these Conditions excludes or limits the liability of the Seller:
- 11.1.1 for death or personal injury caused by the Seller's negligence; or
- 11.1.2 for defective products under the Consumer Protection Act 1987; or
- 11.1.3 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
- 11.1.4 for fraud or fraudulent misrepresentation.
- 11.2 Subject to clause 11.1:
- 11.2.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total charges paid under the Contract; and
- 11.2.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, loss of profits, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 11.3 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the supply of the Goods or Services, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 11.3.1 act of God, explosion, flood, tempest, fire or accident;
- 11.3.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 11.3.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 11.3.4 import or export regulations or embargoes;
- 11.3.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 11.3.6 difficulties in obtaining raw materials, labour, fuel, pads or machinery; or
- 11.3.7 power failure or breakdown in machinery.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than Intellectual Property Rights in any materials provided by the Buyer) shall, as between the Buyer and the Seller, be owned by the Seller.
- 12.2 The Buyer grants the Seller a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Buyer to the Seller for the term of the Contract for the purpose of providing the Goods and/or Services to the Buyer.
- 13. INSOLVENCY OF BUYER**
- 13.1 This clause applies if:
- 13.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation or utilises any statutory provision for the relief of insolvent debtors (otherwise than for the purposes of amalgamation or reconstruction); or
- 13.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or;
- 13.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 13.1.4 the Seller reasonably apprehends that one of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 13.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods and/or Services have been delivered or provided but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 14. EXPORT TERMS**
- 14.1 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 latter shall prevail.
- 14.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 14 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.
- 14.3 The Buyer 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 on them.

**15. CONSEQUENCES OF CANCELLATION**

- 15.1 On cancellation or termination of the Contract:
- 15.1.1 the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;
- 15.1.2 the Buyer shall return any Deliverables or Goods which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 15.2 Cancellation of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of cancellation.
- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after cancellation or termination shall continue in full force and effect.

**16. GENERAL**

- 16.1 The Buyer shall not be entitled to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract to any person without the prior written consent of the Seller. The Seller may at any time assign mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 16.2 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 16.3 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 its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of 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 or negligent misrepresentation based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 16.4 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 16.5 Any notice required or permitted to be given by either to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice shall be deemed to have been received:
- 16.5.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 16.5.2 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 or at the time recorded by the delivery service; or,
- 16.5.3 if sent by fax or email, at 9.00 am on the next business day after transmission.
- 16.4 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be considered as a waiver of any subsequent breach of the same or any other provision. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 16.6 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 the laws of England and Wales, and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.