

- Group who shall subject to the Company's consent, have the right to enforce the terms of these Conditions as though they were a party to them. Any right of a third party to enforce these Conditions may be varied by agreement between the Customer and the Company without the consent of any such third party.
- 16.2 Save for the Customer's obligation of payment under Condition 3 neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ('Force Majeure Event'). Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.
- 16.3 Any notice under or in connection with these Conditions of sale shall be in writing and shall be served by first class post or by hand on the party or sent by recorded delivery or e-mail at or to the address of the party set out in these Conditions or at or to such other address as may be subsequently notified by one party to the other in writing.
- 16.4 In the absence of evidence of earlier receipt any notice shall be deemed to be duly served:
16.4.1 if delivered personally when left at the address specified in Clause 17.3;
16.4.2 if sent by recorded delivery 3 days after posting; and
16.4.3 if sent by e-mail or fax, when sent (provided the sender has written proof of successful transmission).
- 16.5 This Agreement constitutes the entire agreement and undertaking between the Company and the Customer with regard to the subject matter of this Agreement, and supersedes all prior discussions, agreements and understandings. The parties further agree that no statements or representations made by either party have been relied upon by the other party in entering into the Agreement.
- 16.6 This Agreement may be amended only by written agreement signed on behalf of the Company and the Customer by a Director thereof or by a person who has been given written authority to sign by a Director thereof.
- 16.7 The Customer shall not assign, transfer or sub-contract any of its rights or obligations arising under, by reason of, or in connection with this Agreement, without the prior written consent of the Company. The Company may assign, subcontract, transfer and/or part with the benefit and/or burden of this Contract in whole or in part without the consent of the Customer.
- 16.8 Failure by the Company to enforce any of the Conditions will not be construed as a waiver of any rights hereunder and no waiver by the Company for any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision and/or any other provision.
- 16.9 In relation to all obligations of the Customer time of performance is of the essence.
- 16.10 The legal construction of these conditions shall not be affected by their headings which are for convenience of use only.
- 16.11 If at any time any of these conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal or unenforceable in any respect that shall not affect or impair the legality, validity or enforceability of any other provision of these conditions.
- 16.12 This contract is subject to the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.