

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

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 8.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.7.

Contract: the Order together with these Conditions, the Goods Specification and the Services Specification (as applicable).

Customer: the person or firm who purchases the Goods or Services or Goods and Services from Teign Metal Finishes.

Deliverables: the deliverables set out in the Order produced by Teign Metal Finishes for the Customer.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 16.

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

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and Teign Metal Finishes.

Insolvency Event: has the meaning set out in clause 13.2(b).

Intellectual Property Rights: patents, utility models, rights to inventions, 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, 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.

Order: the Customer's order for the supply of Goods or Services or Goods and Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of Teign Metal Finishes' quotation.

Services: the services, including the Deliverables, supplied by Teign Metal Finishes to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by Teign Metal Finishes to the Customer.

Supplier Materials: has the meaning given in clause 8.1(f).

Teign Metal Finishes: Teign Metal Finishes Limited registered in England and Wales with company number 03952060.

Warranty Period: has the meaning given in clause 5.1.

1.2 Interpretation:

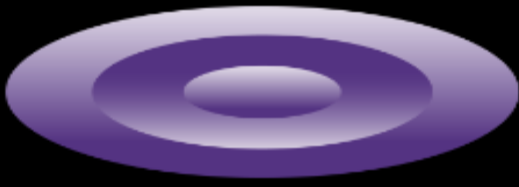
- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation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

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services (as applicable) in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Teign Metal Finishes issues written confirmation of the Order, at which point, and on which date the Contract shall come into existence (**Commencement Date**).



- 2.3 Any samples, drawings, descriptive matter, or advertising issued by Teign Metal Finishes and any descriptions of the Goods or illustrations or descriptions of the Services contained in Teign Metal Finishes' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 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.
- 2.5 Any quotation given by Teign Metal Finishes shall not constitute an offer and is only valid for a period of 90 days from its date of issue.
- 2.6 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.
- 3. Goods**
- 3.1 The Goods are described in the Goods Specification.
- 3.2 Teign Metal Finishes reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and Teign Metal Finishes shall notify the Customer in any such event.
- 4. Delivery of Goods**
- 4.1 Teign Metal Finishes shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and supplier reference numbers, the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if Teign Metal Finishes requires the Customer to return any packaging materials to Teign Metal Finishes, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Teign Metal Finishes shall reasonably request.
- 4.2 Teign Metal Finishes shall deliver (either by itself or its approved third party) 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 Teign Metal Finishes notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Teign Metal Finishes 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 Teign Metal Finishes with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 Teign Metal Finishes 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 Teign Metal Finishes with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Customer fails to accept delivery of the Goods within three Business Days of Teign Metal Finishes notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Teign Metal Finishes' 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 following the day on which Teign Metal Finishes notified the Customer that the Goods were ready; and
- (b) Teign Metal Finishes shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after the day on which Teign Metal Finishes notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, Teign Metal Finishes 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.
- 4.8 Teign Metal Finishes 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.

5. Quality of Goods

5.1 Teign Metal Finishes warrants that on delivery, and for a period of 30 days from the date of delivery (**Warranty Period**), the Goods shall:

- (a) conform with the Goods Specification;
- (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).

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to Teign Metal Finishes 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 5.1;
- (b) Teign Metal Finishes is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by Teign Metal Finishes) returns such Goods to Teign Metal Finishes' place of business at the Customer's cost,

Subject to the remainder of this paragraph, Teign Metal Finishes shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. For the avoidance of doubt, Teign Metal Finishes' liability to the Customer shall be limited to the cost of the treatment not their costs of material and machining costs.

5.3 Teign Metal Finishes shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow Teign Metal Finishes' oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) the defect arises because of Teign Metal Finishes following any drawing, design or specification supplied by the Customer;

(d) the Customer alters or repairs such Goods without the written consent of Teign Metal Finishes;

(e) the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(f) the Goods differ from the Goods Specification because of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, Teign Metal Finishes shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by Teign Metal Finishes.

5.6 The Customer acknowledges that Teign Metal Finishes will provide the Goods materially in accordance with the Specification. The Customer is responsible for ensuring that the Specification is properly detailed. Any issue, discrepancy or ambiguity with the Specification will be at the risk of the Customer.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until Teign Metal Finishes receives payment in full (in cash or cleared funds) for the Goods and any other goods that Teign Metal Finishes has supplied to the Customer.

6.3 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 Teign Metal Finishes' 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 on Teign Metal Finishes' behalf from the date of delivery;



- (d) notify Teign Metal Finishes immediately if it becomes subject to an Insolvency Event; and
- (e) give Teign Metal Finishes such information as Teign Metal Finishes may reasonably require from time to time relating to the:
 - (i) Goods; and
 - (ii) ongoing financial position of the Customer.

6.4 At any time before title to the Goods passes to the Customer, Teign Metal Finishes may 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 to recover them.

7. Supply of Services

7.1 Teign Metal Finishes:

- (a) shall supply the Services to the Customer in accordance with the Service Specification in all material respects;
- (b) shall use all reasonable endeavours to meet any performance dates for the Services specified in Customer's Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services;
- (c) reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Teign Metal Finishes shall notify the Customer in any such event;
- (d) warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Customer's obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in either or both the Service Specification and the Goods Specification are complete and accurate;
- (b) co-operate with Teign Metal Finishes in all matters relating to the Services;
- (c) provide Teign Metal Finishes, its employees, agents, consultants, and subcontractors, with access to the

Customer's premises, office accommodation and other facilities as reasonably required by Teign Metal Finishes to provide the Services;

- (d) provide Teign Metal Finishes with such information and materials as Teign Metal Finishes may reasonably require to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) keep all materials, equipment, documents, and other property of Teign Metal Finishes (**Supplier Materials**) at the Customer's premises in safe custody at its own risk; and
- (g) comply with any additional obligations as set out in the Service Specification or the Goods Specification or both.

8.2 If Teign Metal Finishes' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, Teign Metal Finishes shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Teign Metal Finishes' performance of any of its obligations;
- (b) Teign Metal Finishes shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Teign Metal Finishes' failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse Teign Metal Finishes on written demand for any costs or losses sustained or incurred by Teign Metal Finishes arising directly or indirectly from the Customer Default.

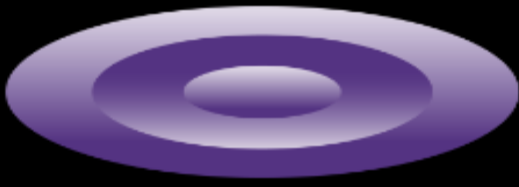
9. Charges and payment

9.1 The price for Goods shall be:

- (a) the price set out in the Order or, if no price is quoted, the Teign Metal Finishes' then current prices; and



- (b) exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 9.2 The charges for Services shall be calculated on a time and materials basis:
- (a) the charges shall be as set out in the Order;
 - (b) Teign Metal Finishes' daily fee rates for each individual person are calculated based on a nine-hour day from 8.00 am to 5.00 pm worked on Business Days;
 - (c) Teign Metal Finishes shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Teign Metal Finishes 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 Teign Metal Finishes for the performance of the Services, and for the cost of any materials.
- 9.3 Teign Metal Finishes reserves the right to increase the:
- (a) charges for the Services once in any 12 month period in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;
 - (b) price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Teign Metal Finishes that is due to any:
 - (i) factor beyond the control of Teign Metal Finishes (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Teign Metal Finishes adequate or accurate information or instructions in respect of the Goods.
- 9.4 In respect of Goods, Teign Metal Finishes shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Teign Metal Finishes shall invoice the Customer on completion of the Services.
- 9.5 The Customer shall pay each invoice submitted by Teign Metal Finishes:
- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by Teign Metal Finishes and confirmed in writing to the Customer; and
 - (b) in full and in cleared funds to a bank account nominated in writing by Teign Metal Finishes, and
 - (c) time for payment shall be of the essence of the Contract.
- 9.6 All amounts payable by the Customer 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 Teign Metal Finishes to the Customer, the Customer shall, on receipt of a valid VAT invoice from Teign Metal Finishes, pay to Teign Metal Finishes such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods or both, as applicable, at the same time as payment is due for the supply of the Services or Goods.
- 9.7 If the Customer fails to make a payment due to Teign Metal Finishes under the Contract by the due date, then, without limiting Teign Metal Finishes' remedies under clause 13, 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 9.7 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%.
- 9.8 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).
- 10. Intellectual property rights**
- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Teign Metal Finishes.
- 10.2 Teign Metal Finishes grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up,



worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.

10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.

10.4 The Customer grants Teign Metal Finishes a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Teign Metal Finishes for the term of the Contract for the purpose of providing the Services to the Customer.

11. Data protection

The parties shall comply with their respective obligations set out in the Data Protection Act 2018.

12. Limitation of liability

12.1 The limits and exclusions in this clause reflect the insurance cover Teign Metal Finishes has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

12.2 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.3 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 section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.4 Subject to **Error! Bookmark not defined.**12.3 and clause 12.5, Teign Metal Finishes' total liability to the Customer shall not exceed the lower of the cost of treatment or the charges for the Services in the 12 months prior to the event giving rise to the claim. For the avoidance of doubt, in no event shall Teign Metal Finishes be responsible for any material and machining costs

12.5 In no event shall Teign Metal Finishes be responsible for any material or machining costs, loss of profits; loss of sales or

business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

12.6 Teign Metal Finishes has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.7 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than 90 days written notice.

13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:

- (a) commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) 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;
- (c) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) has its financial position deteriorate so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

13.3 Without affecting any other right or remedy available to it, Teign Metal Finishes 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.

13.4 Without affecting any other right or remedy available to it, Teign Metal Finishes may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Teign Metal Finishes if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d), or Teign Metal Finishes reasonably believes that the Customer is about to become subject to any of them.

14. Consequences of termination

14.1 On termination of the Contract, the Customer shall:

- (a) immediately pay to Teign Metal Finishes all of Teign Metal Finishes's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, Teign Metal Finishes shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) return all Teign Metal Finishes Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then Teign Metal Finishes may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations, and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15. Confidentiality

15.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs,

customers, clients or suppliers of the other party except as permitted by clause 15.2.

15.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16. 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 events, circumstances or causes beyond its reasonable control (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 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

17. General

17.1 Assignment and other dealings

- (a) Teign Metal Finishes 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.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Teign Metal Finishes.

17.2 Notices.



(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) 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); or
- (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: works@teignmetalfinishes.co.uk.

Customer: the address set out in the Order or such other address as the Customer may indicate from time to time.

(b) Any notice shall be deemed to have been received, if:

- (i) delivered by hand, at the time the notice is left at the proper address;
- (ii) 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
- (iii) sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

(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.

17.3 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 or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

17.4 Waiver.

Except as set out in clause 2.6, 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. 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 No partnership or agency.

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 any commitments for or on behalf of the other party.

17.6 Entire agreement.

The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering 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 or negligent misstatement based on any statement in the Contract.

17.7 Variation.

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

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.