

The customer's attention is drawn in particular to the provisions of condition 11

1. Interpretation

- 1.1 Definitions. In these Conditions, the following definitions apply:
- Act means the Late Payment of Commercial Debts (Interest) Act 1998.
 - Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
 - Company means SOFA BRANDS INTERNATIONAL LIMITED (registered in England and Wales with company number 05465332).
 - Conditions means the terms and conditions set out in this document.
 - Contract means the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
 - Customer means the person or firm who purchases the Goods from the Company.
 - Delivery Location means the location set out in the Order or such other location as the parties may agree in writing.
 - End User means a third party of the Goods who purchases the Goods or any of them from the Customer's stock.
 - Force Majeure Event has the meaning given in condition 12.
 - Goods means the goods (or any part of them) set out in the Order.
 - Intellectual Property Rights means any and all copyrights, patents, domain names, database rights and rights in trade mark designs, know-how, trade secrets and confidential information (whether registered or unregistered); any and all application for the registration of the right to apply for registration for any of those rights; and any and all other intellectual property right and the equivalent or similar forms of protection existing anywhere in the world.
 - Order means the Customer's order for the Goods; as set out in the Company's order acknowledgement.
 - Regulations means Furniture and Furnishings (Fire Safety) Regulations 1998 and any other relevant laws.
 - Specification means any specification for the Goods, including any related plans and drawings that are agreed in writing between the Company and the Customer.
 - Warranty Period means, unless otherwise agreed in writing between the Company and the Customer, 12 months from the date of delivery.

1.2 Construction

- In these Conditions, the following rules apply:
- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
 - 1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
 - 1.2.4 Any phrase introduced by the terms include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - 1.2.5 A reference to writing or written includes fax and e-mails.

2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Each Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer shall ensure that the terms of the Order and any relevant Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence. Each Order is a separate Contract.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or any other contract between the Company and the Customer for the sale of the Goods.
- 2.5 A quotation for the Goods given by the Company shall not constitute an offer.

3. Customer Choice of Fabric

- 3.1 If the Customer has asked and the Company has agreed to upholster the Goods using fabric especially provided by the Customer, the Customer will be responsible for ensuring that the fabric is suitable for use as a furnishing fabric and that it complies with the standards required by the Regulations.
- 3.2 In addition the Customer must ensure that any fabric provided by them is free from flaws and to the extent that the fabric is not free from flaws the Customer will provide as much additional fabric as necessary to complete the Order.
- 3.3 The Company accepts no liability for any defects in such fabric or for any loss or damage which the Customer may suffer as a result of the use of the fabric in the manufacture of the Goods. The Customer will indemnify and keep the Company fully indemnified against any and all claims, liability, costs and expenses whatsoever and howsoever arising as a result of the fabric failing to comply with the standards required by the Regulations. If the fabric becomes lost or damaged whilst in the Company's possession the Company's liability in respect of that lost or damaged fabric shall be limited to the cost of replacing that lost or damaged fabric.

4. Delivery

- 4.1 The Company shall ensure that:
 - 4.1.1 the Goods are accompanied by a delivery note which shows the date of the Order, all relevant Customer and Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.2 the Company complies with the terms of the Regulations, in particular in relation to the Company, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Company shall reasonably request. Returns of packaging materials shall be at the Company's expense.

- 4.2 The Company shall deliver the Goods to the Delivery Location at any time after the Company notifies the Customer that the Goods are ready or at such time as is agreed between the Company and the Customer.

- 4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.5 Notwithstanding any other provision the quality and / or quantity of Goods as recorded by the Customer upon despatch from the Company shall be conclusive evidence of the quality and / or quantity of the Goods received by the Customer unless the Customer can produce a proof of delivery or provide conclusive evidence proving the contrary.

- 4.6 If the Company fails to deliver the Goods, (and is notified of the same in accordance with condition 5) its liability shall (at the Company's option) be limited to a replacement of the Goods or issuing a credit note at the pro rata Contract price against any invoice raised for such Goods.

- 4.7 The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.8 If 10 Business Days after the Company notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Company may resell or otherwise dispose of part or all of the Goods.

- 4.9 The Company 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.

- 4.10 The Customer will provide at its expense at the Delivery Location adequate and appropriate equipment and manual labour for loading / unloading the Goods.

5. Inspection

- 5.1 The Customer will inspect the Goods immediately they are delivered and the signature of the Customer or of any person acting on its behalf on the delivery note will be deemed to be an acknowledgement by the Customer that the Goods are of satisfactory quality, undamaged and in accordance with the Contract and the Company will not replace the Goods nor be under any liability to deliver any missing / damaged item, unless the Customer -

- 5.1.1 states the delivery note that the Goods or part of them are either damaged or missing; and

- 5.1.2 notifies the Company in writing within 3 working days of delivery of the Goods of the extent to which the Goods do not conform with the Contract are damaged and / or missing; and

- 5.1.3 in the case of latent or hidden defects which could not reasonably be revealed on the delivery inspection such notification must be made within, whichever is the earlier, 3 working days of the date of discovery of latent or hidden defect or within 14 days of delivery; and

- 5.1.4 preserves the Goods intact as delivered for a period of 28 days from notification of the claim within which time the Company and / or any person nominated by the Company shall have the right to attend the Customer's premises or wherever the Goods are stored to investigate the Customer's complaint.

- 5.2 The Company may make good any shortages and defects notified to it in accordance with condition 5.1 above if the Company is satisfied that the complaint and notification are genuine and correct. The Company shall not be liable for any other loss whatsoever arising from any non-conformity, shortage or defects.

6. Cancellation

- 6.1 The Contract is a legally binding agreement and is not cancellable by the Customer without prior written consent of a Director of the Company. If the Company does agree at their complete discretion to cancel the Contract then a cancellation charge determinable by the Company may become payable.

- 6.2 Subject to clause 6.3 the Company will not in any event consent to cancellation of Orders for Goods made with fabric supplied by the Customer.

- 6.3 The Company will accept a minor variation and / or cancellation of Orders for Goods within 10 days of receipt of the Order but will not agree a cancellation once the Company has commenced production.

7. Warranty

- 7.1 Subject to condition 5 the Company warrants that on delivery and for the Warranty Period the Goods shall:
 - 7.1.1 conform in all material respects with their description and any applicable Specification;
 - 7.1.2 be free from material design, material and workmanship; and
 - 7.1.3 be of satisfactory quality (within the meaning of the Consumer Rights Act 2015); and
 - 7.1.4 be fit for any purpose held out by the Company.
- 7.2 Subject to condition 5 and 7.4, if:
 - 7.2.1 the Customer gives notice in writing to the Company during the Warranty Period and in accordance with condition 5 that some or all of the Goods do not comply with the warranty set out in condition 7.1 ("Warranty Claim"); and
 - 7.2.2 the Company is given a reasonable opportunity of examining such Goods; and
 - 7.2.3 the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost;the Company shall, at its option, (subject to condition 7.3 below), repair or replace the defective Goods, or issue a credit note at the pro rata Contract price against any invoice raised for such defective Goods.
- 7.3 The Company acknowledges that various statutory quality standards will be incorporated into the contract for the sale of Goods by the Customer and to the extent that such End User has a choice of statutory remedies against the Customer if the Goods fail to comply with such statutory quality standards, and accordingly if:
 - 7.3.1 any Warranty Claim made by the Customer pursuant to condition 7.2 above is due to a claim by the relevant End User against the Customer that the Goods fail to comply with the warranty at condition 7.1; and
 - 7.3.2 the Company is given a reasonable opportunity of examining such Goods; and
 - 7.3.3 the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost; and
 - 7.3.4 (subject always to condition 7.4) the Company agrees that such Warranty Claim has arisen as a result of the Company's breach of the warranty at condition 7.1;the Company shall provide to the Customer for the benefit of the relevant End User the statutory remedy requested by such End User (provided always that such End User is entitled to the statutory remedy requested).

- 7.4 The Company shall not be liable for Goods' failure to comply with the warranty set out in condition 7.4 if:
 - 7.4.1 the Customer makes any further use of such Goods after making a Warranty Claim in accordance with condition 7.2 PROVIDED THAT if the Customer has sold the Goods to an End User prior to making such Warranty Claim the Customer shall make arrangements for the Goods to be inspected and/or returned as soon as reasonably practicable however the Company agrees that until such inspection / return of the Goods to the End User may continue to use the Goods;
 - 7.4.2 the defect arises because the Customer failed to follow the Company's instructions as to the storage, use and maintenance of the Goods or (if there are none) good trade practice; or
 - 7.4.3 the defect arises as a result of the Customer following any drawing, design or specification (including Customer choice of fabric as defined in condition 3) supplied by the Customer; or
 - 7.4.4 the Customer alters or repairs such Goods without the written consent of the Company; or
 - 7.4.5 the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or use.

- 7.5 Except as provided in this condition 7, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in condition 7.1.
- 7.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company

8. Title and risk

- 8.1 In the Goods shall pass to the Customer on completion of delivery.
- 8.2 Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for:
 - 8.2.1 the Goods;
 - 8.2.2 any other goods or services that the Company has supplied to the Customer.
- 8.3 For the avoidance of doubt the Customer may more than one account with the Company or owes the Company any sum whatsoever, title of the Goods will not pass to the Customer until the expiry of 12 months after the date upon which all sums due to the Company have been received in full (in cash and cleared funds) and all accounts are at a zero (or a credit) balance and have remained at zero (or a credit) balance for the entire 12 month period. Notwithstanding the above, the Customer agrees that title of the Goods will only pass upon the expiry of a zero (or a credit) 12 month period (as defined above) in which time no sum is owed to the Company.
- 8.4 Until title to the Goods has passed to the Customer, the Customer shall:
 - 8.4.1 hold the Goods on a fiduciary basis as the Company's bailee;
 - 8.4.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - 8.4.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 8.4.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 8.4.5 notify the Company immediately if it becomes subject to any of the events listed in condition 10.2; and
 - 8.4.6 give the Company such information relating to the Goods as the Company may require from time to time; but the Customer may resell or use the Goods in the ordinary course of its business.
 - 8.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in condition 10.2, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, either any premises of the Customer or of any third party where the Goods are stored and in which they are held, or the Customer shall grant the Company an irrevocable licence to enter the premises or any premises where the Goods are stored to recover the Goods and/or ascertain the amount of Goods at such premises and / or their condition.

9. Price and payment

- 9.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery.
- 9.2 The Company may, by giving notice to the Customer at any time, increase the price of the Goods to reflect any increase in the price of the Goods that is due to:
 - 9.2.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 9.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods to order; or the Specification; or
 - 9.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.
- 9.3 Unless otherwise agreed, the price of the Goods is inclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
- 9.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 9.5 The Company may invoice the Customer for the Goods as soon as practicable after despatch from the factory.
- 9.6 Unless otherwise agreed in accordance with the terms of this Contract the Customer shall pay the invoice in full and in pounds sterling in cleared funds by the last day of the month following the month the invoice was dated. The Company reserves the right to request payment in advance of delivery to the Delivery Location if it deems it necessary to do so. Payment shall be made to the bank account nominated in writing by the Company. Time of payment is of the essence.
- 9.7 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment:
 - 9.7.1 subject to condition 9.8, the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount;
 - 9.7.2 the Company may claim from the Customer and the Customer shall pay the fixed amount specified in the Act as compensation for the Company's cost of recovering any such overdue payment;
 - 9.7.3 the Company may claim from the Customer and the Customer shall pay any other reasonable costs incurred by the Company in excess of the fixed amount referred to in condition 9.7.2 in recovering any such overdue payment.
- 9.8 The Company may at its option require the Customer to pay interest at the statutory rate under the Act instead of at the rate in condition 9.7.1.
- 9.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
- 9.10 Notwithstanding any other provision the Company may in its absolute discretion enter into dialogue with any Customer, which in the Company's reasonable considered opinion may have difficulty paying any sum due to the Company. If the Customer is having difficulty paying any sum due to the Company the Customer should inform the Company of this as soon as possible. The Company will in its absolute discretion decide whether it will agree to honour pre-existing Contracts prior to the Company having doubts about the Customer's ability or willingness to pay.

10. Customer's insolvency or incapacity

- 10.1 If the Customer becomes subject to any of the events listed in condition 10.2, or the Company reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other rights or remedies it may have, the Company may cancel or suspend all further deliveries under the Contract and under any other contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 10.2 For the purposes of condition 10.1, the relevant events are:
 - 10.2.1 a petition is presented, or a meeting is convened for the purpose of considering a resolution for the winding up or dissolution of the Customer, or any resolution is passed for the winding up or dissolution of the Customer, or a winding up order is made against the Customer or an order is made for the dissolution of the Customer;
 - 10.2.2 the appointment, receiver, administrative receiver, receiver and manager, administrator or similar officer or the notification of an intention to appoint an administrator over all or any of the

- assets or undertaking of the Customer or the making of an administration application or the making of an administration order in relation to the Customer

- 10.2.3 a floating charge holder over the Customer's assets becomes entitled to appoint an administrative receiver or a person becomes entitled to appoint a receiver over the Customer's assets;
- 10.2.4 the commencement by the Customer of negotiations with all or any class of its creditors with a view to rescinding any or any proposal of arrangement for or entry into of a compromise or arrangement or voluntary arrangement, or any other scheme, composition or arrangement in satisfaction or composition of any of its debts or other arrangement for the benefit of its creditors generally, by the Customer with any of its creditors (or any class of them) or any of its members (or any class of them) or the taking by the Customer of any action in relation to any of the same or the filing of any documentation for the purpose of obtaining a moratorium pursuant to section 1A and paragraph 7 of Schedule A1 of the Insolvency Act 1986 in relation to the Customer;
- 10.2.5 the taking by any creditor (whether or not a secured creditor) of possession of, or the levying of distress, execution or enforcement or some other process upon, all or part of the property, assets or undertaking of the Customer and such attachment or process is not discharged within 14 days;
- 10.2.6 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (with the words "proved to the satisfaction of the court" deemed to be omitted from that section for these purposes); or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 10.2.7 any matter in respect of which the Customer has presented a petition for bankruptcy, or the making of a bankruptcy order, in respect of the Customer, the occurrence of circumstances in respect of the Customer which would enable the presentation of a bankruptcy petition under Part IX of the Insolvency Act 1986 or the making of an application for an interim order or the making of an interim order under section 252 of the Insolvency Act 1986 in relation to the Customer (including where the Customer is a partnership), the occurrence of any of the foregoing events in relation to any individual partner in that partnership;
- 10.2.8 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- 10.2.9 the occurrence of an event or circumstance in relation to the Customer similar to any of those referred to in conditions 10.2.1 – 10.2.8 above in any jurisdiction other than England and Wales;
- 10.2.10 the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 10.2.11 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

11. Limitation of liability

- 11.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
 - 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors to the extent that it is applicable;
 - 11.1.2 fraud or fraudulent misrepresentation; or
 - 11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 11.1.4 defective products under the Consumer Protection Act 1987; or
 - 11.1.5 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 11.2 Subject to condition 11.1:
 - 11.2.1 the Company shall not be liable for the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit (including direct and indirect) or indirect or consequential loss arising under or in connection with the Contract (including any losses that arise from the Company's deliberate personal regulatory breach of the Contract or a deliberate breach of the Contract by the Company, its employees, agents or subcontractors); and
 - 11.2.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by the Company's deliberate personal regulatory breach or a deliberate breach of the Contract by the Company, its employees, agents or subcontractors shall not exceed the price of the Goods which has been paid in cleared funds to the Company under the Contract

12. Force majeure

- 12.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by a force of military authorities, national or international conflict, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological weapons, explosions, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13. Intellectual Property Rights

- 13 Unless otherwise agreed all Intellectual Property Rights attaching to the Goods or any tooling used to make the Goods shall remain in the sole ownership of the Company and the Customer shall acquire no rights in respect of it pursuant to the Contract.

14. Indemnity

- 14 The Customer agrees to indemnify and keep indemnified the Company from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses, loss of profit (whether direct or indirect) and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with any breach of this Contract by the Customer.

15. Confidentiality

- 15.1 The Customer shall keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationships of the parties under the Contract and shall not use or disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Company.
- 15.2 The obligations of confidentiality in this condition 15 shall not extend to any matter which the Customer can show is, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Contract was in its written records prior to entering into the Contract; was independently disclosed under any applicable law, or by the order of a court of governmental body or authority of competent jurisdiction.
- 15.3 The Customer shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of the Company.
- 15.4 The obligations of this condition 15 will survive termination of the Contract.

16. General

- 16.1 Assignment and subcontracting.
 - 16.1.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
 - 16.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.
- 16.2 Notices.
 - 16.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.
 - 16.2.2 A notice or other communication shall be deemed to have been received, if delivered personally, when left at the address referred to in condition 16.2.1; if sent by pre-paid first-class post or recorded delivery, at noon on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
 - 16.2.3 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.
- 16.3 Severance.
 - 16.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
 - 16.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16.4 Waiver.
 - 16.4.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 16.5 Third party rights.
 - 16.5.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.6 Variation.
 - 16.6.1 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company Secretary or the Company.
- 16.7 Governing law and jurisdiction.
 - 16.7.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.