

**THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSES 6.8, 8 AND 9**

These Terms and Conditions apply to the sale of all Goods by us, Imperial Polythene Products Ltd, a company registered in England and Wales under number 03082042, whose registered office address is at Unit 3 Lakeside Industrial Estate, Colnbrook, SL3 0ED ("the Company/we/us/our").

These Terms and Conditions apply to businesses only. If you are a consumer (as defined in the Consumer Rights Act 2015), please refer to our alternative terms and conditions, copies of which are available on request.

**THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSES 6.8, 8 AND 9.**

**1. Definitions and Interpretation**

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
  - "Contract" means the contract formed as detailed in clause 2, which will incorporate, and be subject to, these Terms and Conditions;
  - "Customer/you/your" means the firm or corporate body ordering the Goods. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to enter into the Contract on behalf of that business and the business will be our Customer in the context of the Contract;
  - "Goods" means the goods (including any instalment of them or any parts for them) which we will supply in accordance with these Terms and Conditions;
  - "Quotation" means our quotation for the supply of the Goods. Any Quotation remains open for acceptance for a period of 30 days unless otherwise specified and sets out our entire scope of works.
- 1.2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
  - 1.2.1. "writing/written" includes emails and similar communications;
  - 1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3. "these Terms and Conditions" or "these Conditions" refers to these Terms and Conditions as amended or supplemented at the relevant time;
  - 1.2.4. a clause refers to a clause of these Terms and Conditions;
  - 1.2.5. a "Party" or the "Parties" refer to the parties to these Terms and Conditions;
  - 1.2.6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - 1.2.7. A reference to a party includes its personal representatives, successors and permitted assigns;
  - 1.2.8. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3. The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.
- 1.4. Words imparting the singular number include the plural and vice versa. References to persons include corporations.

**2. Basis of the 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 law, trade custom, practice or course of dealing.
- 2.2. We will send a written Quotation setting out the Goods to be provided. A legally binding Contract will be formed as soon as you accept our Quotation (electronically or otherwise) or submit a purchase order to us, and the Contract will include the acceptance of these Terms & Conditions, which will apply between you and us. You are responsible for ensuring that the terms of the Quotation, your order and any applicable specification are complete and accurate.
- 2.3. If you send us a purchase order, we will check the prices on your purchase order against our up-to-date price list. If the prices do not match, we will contact you to advise of the correct price and will obtain your consent before proceeding. If the prices in your purchase order are less than our up-to-date price list no contract will be formed unless and until you have confirmed that you will pay the prices in our up-to-date price list or as set out in our Quotation.

- 2.4. No order or purchase order submitted by you will be deemed to be accepted by us unless and until confirmed by an authorised representative of ours.
- 2.5. No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing and you waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any of your documents that is inconsistent with these Conditions.
- 2.6. You are responsible for the accuracy of any information submitted to us and for ensuring that the Quotation reflects your requirements. Our Quotation is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect the order value, we reserve the right to make adjustments to it.
- 2.7. Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by us will be subject to correction without any liability on our part.

**3. Orders and Specifications**

- 3.1. The quantity, quality and description of and any specification for the Goods will be as set out in our Quotation. The Goods will only be supplied in the minimum units as stated, or in multiples of those units, where applicable. Orders received for quantities other than these minimum units will be adjusted accordingly.
- 3.2. If the Goods are not in stock or are only partially in stock when the Contract is formed, we will contact you to advise of this and to ask if you would prefer us to deliver the Goods in instalments as they arrive in stock or if you would prefer to wait for the entire delivery when we have all the Goods in stock. Please note each part-delivery may incur separate delivery costs.
- 3.3. We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 3.4. Any illustrations, photographs or descriptions we provide, whether on our website or in catalogues, brochures, price lists or other documents issued by us are intended as a guide only and shall not be binding.
- 3.5. Once the Contract is formed we will need to commit resources in order to prepare and provide the Goods and accordingly no order which has been accepted may be changed or cancelled by you except with our agreement in writing and on the basis that you agree to indemnify us in full against all loss (including loss of profit), costs (including all labour and materials used), restocking, charges and expenses incurred by us as a result.
- 3.6. Without prejudice to and without limiting our rights or remedies under clause 10 or otherwise, we may cancel your order at any time before we dispatch the Goods if Goods are no longer in stock and we are unable to re-stock (if, for example, the Goods are discontinued), if you go into administration, become insolvent or bankrupt or we reasonably believe this is about to occur, or an event occurs outside of our control as set out in clause 15.
- 3.7. If we cancel your order, we will confirm this in writing and if you have already paid for the Goods under clause 5, the payment will be refunded to you within 14 days. You agree that this shall be your sole and exclusive remedy for cancellation by us of your order under this or any other provision of these Conditions or otherwise including but not limited to our acceptance of any repudiation of the Contract by you.
- 3.8. It is your responsibility to ensure that any use, re-sale or distribution of the Goods by you is in compliance with all instructions and manuals issued by us, and any applicable statutory requirements. If the Goods are to be shipped, re-sold or distributed outside of the UK, you will 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 thereon, unless otherwise agreed.
- 3.9. If manufacturing tolerances, materials or type of finish are not clearly defined in any specification or drawing supplied by you, we reserve the right to manufacture to our commercially accepted tolerance or finish or from our commercially accepted material for the product concerned.
- 3.10. To the extent that the Goods are to be manufactured in accordance with a specification supplied by you, you shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us in

connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the specification. This clause 3.10 shall survive termination of the Contract.

#### **4. Price of the Goods**

- 4.1. The price of the Goods will be as set out in the Quotation or where no price has been quoted (or a quoted price is no longer valid), will be the price listed in our published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by you, after which time we may alter them without giving you notice.
- 4.2. We may, by giving you notice at any time before delivery increase the price of the Goods to reflect any increase in the cost of the Goods which is due to any factor beyond our control (including, but not limited to, any foreign exchange fluctuations, currency regulation, alteration of or increases in duties and taxes, increases in the costs of labour, materials or other costs of manufacture), or any change in delivery dates, quantities or specifications for the Goods requested by you, or any delay caused by any instructions of yours or your failure to give us adequate information or instructions.
- 4.3. Except as otherwise stated under the terms of any Quotation or in any price list of ours, and unless otherwise agreed in writing between the Parties, all prices we give are on an ex works basis and where we agree to deliver the Goods otherwise than at our premises, you will be liable to pay our charges for transport, packaging and insurance.
- 4.4. All prices we provide are exclusive of VAT.
- 4.5. The cost of pallets and returnable containers will be charged to you in addition to the price of the Goods but full credit will be given to you provided they are returned to us undamaged before the due payment date.
- 4.6. Where an order is received for a quantity different from that quoted for or where delivery is required in instalments smaller than those specified in the Quotation or where product specifications given on the order are different from those stated in the Quotation, our prices may be subject to amendment.

#### **5. Payment**

- 5.1. Subject to any special terms agreed in writing between the Parties, we will be entitled to invoice you for the price of the Goods on or at any time after delivery or collection of the Goods, or if you wrongfully fail to take delivery of the Goods, we will be entitled to invoice you for the price at any time after we have notified you that the Goods are ready for collection or (as the case may be) we have tendered delivery of the Goods.
- 5.2. All invoices are payable in full and in cleared funds to a bank account nominated in writing by us, without any deduction, discount, retention or set off, counterclaim, or abatement, or withholding strictly within 30 days of the date of invoice, unless otherwise agreed in writing. We may request that recurring and/or new customer payments are made by direct debit. Payment must be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to you. Time for payment is of the essence of the Contract.
- 5.3. If you do not make payment to us by the due date, then, without limiting our remedies under clause 10, we may cancel any order(s) in progress, suspend any further deliveries to you, appropriate any payment made by you to such of the Goods (or the Goods supplied under any other Contract between the Parties) as we may think fit, and charge you interest on the overdue sum at the rate of 8% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. We will also charge for any costs we may incur in attempting to recover any outstanding sum.

#### **6. Delivery**

- 6.1. Delivery of the Goods shall be made and completed by you collecting the Goods from our premises during our normal working hours, at any time after we have notified you that the Goods are ready for collection or if we agree some other place for delivery, by the unloading of the Goods at that place ("the Date of Delivery").
- 6.2. Any dates quoted for delivery of the Goods are approximate only and we will not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the Contract. We may deliver Goods in advance of the quoted delivery date upon giving you reasonable notice.
- 6.3. It is your responsibility to inspect the Goods on delivery. Where the Goods cannot be examined, the delivery note or such other note as appropriate must be marked as "not examined". We will be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this clause 6.3 are

not complied with and, in any event, will be under no liability if a written complaint is not delivered to us within 48 hours of delivery detailing the alleged damage or shortage.

- 6.4. Where delivery of the Goods is to be made in bulk, we reserve the right to deliver up to 1% less than the quantity ordered without any adjustment in the price and the quantity so delivered shall be deemed to be the quantity ordered.
  - 6.5. Where the Goods are to be delivered in instalments they shall be, at our sole and unfettered discretion, invoiced and paid for separately. Each instalment shall constitute a separate contract and any delay in delivery or defect in an instalment or failure by us to deliver any one or more of the instalments shall not entitle you to cancel any other instalment or to cancel the Contract or to treat the Contract as a whole as repudiated.
  - 6.6. If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than through no fault of your own) then without prejudice to any other right or remedy available to us, we may:
    - 6.6.1. store the Goods until actual delivery and charge you for the reasonable costs of the storage, together with insurance, administration and restocking fees; or
    - 6.6.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.
  - 6.7. If you request the postponement of delivery of a part of or the whole of the Goods ordered, for a period not exceeding 3 months from the original delivery date, the Contract will not be invalidated but:
    - 6.7.1. if manufacture of the Goods has not commenced, the price will be subject to variation and we will notify you of the revised price following receipt of the revised delivery dates required; you agree to pay the revised price;
    - 6.7.2. if manufacture of the Goods has been commenced, then the Goods will be invoiced and paid for as if the delivery date had not been postponed, we will charge for storage of the Goods and in the event delivery is postponed for more than 3 months, the provisions of clause 6.6 will apply.
  - 6.8. If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. 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.
- #### **7. Risk, Insurance and Retention of Title**
- 7.1. The risk in the Goods shall pass to you:
    - 7.1.1. in the case of Goods to be collected, at the time when we notify you that the Goods are available for collection; or
    - 7.1.2. in the case of Goods to be delivered, at the time of delivery or if you wrongfully fail to take delivery of the Goods, at the time when we have attempted or tendered delivery of the Goods.
  - 7.2. During this agreement you shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessperson in connection with the risks associated with this agreement, and produce to us on demand full particulars of that insurance and the receipt for the then current premium.
  - 7.3. Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Terms and Conditions, legal and beneficial title in the Goods shall not pass to you until we have received in cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by us to you for which payment is then due.
  - 7.4. Until such time as the title in the Goods passes to you, you shall:
    - 7.4.1. hold the Goods as our fiduciary agent;
    - 7.4.2. store them separately from all other goods held by you so that they remain readily identifiable as our property;
    - 7.4.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
    - 7.4.4. properly store and protect the Goods;
    - 7.4.5. maintain the Goods in satisfactory condition;
    - 7.4.6. insure and keep the Goods insured against all risks for their full price from the Date of Delivery;
    - 7.4.7. notify us immediately if you become subject to any of the events listed in Clause 10.2;
    - 7.4.8. give us such information as we may reasonably require from time to time relating to the Goods and your ongoing financial position.
    - 7.4.9. be entitled to resell or use the Goods in the ordinary course of business but if you do so before we have

received payment for the Goods you do so as principal and not as our agent, you shall account to us for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and you shall keep all such proceeds of sale separate from any moneys or property of yours and any third party, and in the case of tangible proceeds shall keep them properly stored, protected and insured.

- 7.5. We shall be entitled at any time to require you to deliver up to us any Goods in which we retain title and, if you fail to do so forthwith, to enter upon any premises of yours or any third party during normal business hours where the Goods are stored and repossess the Goods.
- 7.6. You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain our property, but if you do so, all money owing by you to us shall (without prejudice to any other right or remedy of ours) become immediately due and payable.
- 7.7. At any time before title to the Goods passes to you we may:
  - 7.7.1. by notice in writing, terminate your right under Clause 7.4.9 to resell the Goods or use them in the ordinary course of its business; and
  - 7.7.2. require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product and if you fail to do so promptly, enter any premises of yours or of any third party where the Goods are stored in order to recover them.

## 8. Returns

- 8.1. Subject to the remainder of this clause 8, we warrant that on delivery, and for a period of twelve months from the date of their initial use or twelve months from delivery, whichever is earlier, the Goods shall correspond with their description or the specification, will be free from patent defects in material and workmanship, and shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), but no warranty is given as to their fitness for purpose.
- 8.2. The above warranty is given by us subject to the following conditions:
  - 8.2.1. we shall not be liable in respect of any defect in the Goods arising from any drawing design or specification supplied by you;
  - 8.2.2. we shall not be liable in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing) as to the storage, use or maintenance of the goods or good trade practice regarding the same, or misuse or alteration or repair of the Goods without our prior written approval;
  - 8.2.3. we shall not be liable under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
  - 8.2.4. the above warranty does not extend to parts, materials or equipment not manufactured by us in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as is given to us by the manufacturer.
- 8.3. You must notify us of any valid claim in accordance with this clause 8 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 you do not notify us accordingly, you will not be entitled to reject the Goods and we will have no liability for such defect or failure and you will be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.4. Where any valid claim in respect of any of the Goods which is based on any defect in quality or condition of the Goods or their failure to meet specification is notified to us in accordance with these Terms and Conditions, we will be entitled to replace the Goods (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Goods (or a proportionate part of the price) but we shall have no further liability to you subject to us being given facilities to facilitate inspection, investigation and testing of the Goods.
- 8.5. Except as provided in this Clause 8, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in Clause 8.1.
- 8.6. These Conditions shall apply to any repaired or replacement Goods supplied by us.

## 9. Limitation of Liability and Indemnity

- 9.1. The limits and exclusions in this clause reflect that the potential loss far exceeds our profit from the contract, and the insurance cover that we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess liability.

- 9.2. Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or for breach of terms implied by statute.
- 9.3. References to liability in this clause 9 include every kind of liability arising under or in connection with the contract including liability in contract, tort (including negligence), misrepresentation or any other representation, restitution, deliberate default, liability for the fraud and dishonesty of others, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein.
- 9.4. Except as provided in clause 9.2 above, the following types of loss are wholly excluded and we will not be liable for any loss of profit, 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 any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise). All warranties or conditions whether express or implied by law are hereby expressly excluded to the maximum extent permitted by law.
- 9.5. Any advice or recommendation given by us or our employees or agents as to the storage, application or use of the Goods which is not confirmed by us in writing is followed or acted upon entirely at your own risk and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.
- 9.6. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the total fees paid by you under the Contract in the 6 months preceding the date on which the claim arose.
- 9.7. You agree to indemnify us against all damages, costs, claims and expenses suffered by us as a result of your actions or inactions, including those of your employees, sub-contractors or agents.
- 9.8. Nothing in these Terms and Conditions seeks to limit or exclude any statutory rights as a consumer, where applicable.
- 9.9. Without prejudice to and without limiting the other terms of the Contract and any of our other rights or remedies, where a Quotation, order or purchase order, or the Contract provides that we will hold the Goods in stock for you, or that we will supply the Goods on an annual basis, or that the price is a 'per annum' price, then:
  - 9.9.1. You agree to purchase the Goods and or to pay for them in accordance with clause 5 of this Contract whether you still require them or whether you accept delivery of them or not;
  - 9.9.2. You shall not have the right to and shall not seek to alter or vary the terms of the Contract and shall not refuse to accept delivery or supply of the Goods at any time;
  - 9.9.3. You shall not have the right to and shall not seek to cancel or terminate the Contract;
  - 9.9.4. You shall not be entitled to and shall not seek any refund or credit or discount for any of the Goods for which delivery is not effected or for which you refuse to accept; and
  - 9.9.5. You shall not attempt to cancel or terminate any delivery or supply of the Goods or otherwise refuse to accept delivery of all or any of the Goods.
- 9.10. Clause 9.9 of the Contract is a condition and you shall indemnify and keep us indemnified against all and any liabilities, costs, expenses, damages and losses (including without limitation any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) claims or proceedings suffered or incurred by us arising under, out of or in connection with clause 9.9 or as a result of any breach of any of its provisions.
- 9.11. This clause 9 shall survive the termination of the Contract.

## 10. Termination

- 10.1. No order which has been accepted may be cancelled by you except with our agreement in writing on the terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, restocking, charges and expenses incurred as a result of such cancellation.
- 10.2. Without prejudice to and without limiting any of our other rights or remedies we may with immediate effect cancel any order, suspend further deliveries, and or charge interest in accordance with clause 5.3 if:
  - 10.2.1. you fail to perform or observe any of your obligations under the Contract or if you are otherwise in breach of the Contract;
  - 10.2.2. you fail to pay any amount due under this Contract on the due date for payment
  - 10.2.3. you take any step or action in connection with or become subject to an administration order or enter into a voluntary

- arrangement or (being an individual or firm) become bankrupt or (being a company) go into liquidation;
- 10.2.4. an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets;
  - 10.2.5. you suspend or cease, or threaten to suspend or cease to carry on all or a substantial part of your business;
  - 10.2.6. your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of the Contract is in jeopardy; or
  - 10.2.7. we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and we notify you accordingly.
- 10.3. If clause 10.1 applies then, without prejudice to any other right or remedy available to us, payment for any Goods that have been delivered but not paid for shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
  - 10.4. Without prejudice to and without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment.
  - 10.5. On termination of the Contract for any reason you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.
  - 10.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
11. **Confidentiality:** Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing or unless required to do so by law.
12. **Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the Goods but does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Contract unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.
13. **Intellectual Property**
    - 13.1. Subject to a written agreement to the contrary, we retain ownership in all intellectual property which may subsist in the provision of the Goods. Nothing in the Contract shall vest any ownership rights in you. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
    - 13.2. You may not, under any circumstances, copy, alter, modify or adapt the Goods or reverse engineer, decompile, disassemble, modify or create derivative works from the Goods.
    - 13.3. You warrant that any specification, document or instruction furnished or given by you will not cause us to infringe the intellectual property rights of any third party and will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any intellectual property rights which results from our use of your information.
    - 13.4. Any documentation we may provide will be submitted in our normal standard format only. If additional copies or specific requirements are needed, we reserve the right to apply additional charges.
14. **Assignment and Sub-Contracting**
    - 14.1. You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner will all or any of your rights or obligations under this Contract.
    - 14.2. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without your consent.
15. **Force Majeure:** Neither Party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism or war, governmental action, pandemic, epidemic, difficulties in obtaining raw materials, labour, fuel, parts or machinery, breakdown in machinery or any other event beyond the control of the Party in question.
16. **Data Protection:** Both Parties agree to comply with all applicable data protection legislation including, but not limited to, the General Data Protection Regulation 2016, the Data Protection Act 2018 and any subsequent amendments thereto.
17. **Other Important Terms**
    - 17.1. These Terms and Conditions and the Contract shall form the entire agreement between the Parties and shall supersede any previous agreement between us, whether written or oral.
    - 17.2. No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
    - 17.3. In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.
    - 17.4. Nothing in this Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
    - 17.5. No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.
    - 17.6. All notices shall be in writing, addressed to the most recent address or email address notified to the other Party and shall be deemed duly given when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.
    - 17.7. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
18. **Law and Jurisdiction**
    - 18.1. These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising from them or associated with them) will be governed by, and construed in accordance with, the laws of England & Wales.
    - 18.2. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising from them or associated with them) will fall within the exclusive jurisdiction of the courts of England and Wales.