

MODULEK
Standard Terms for the Purchase of Goods

1. INTERPRETATION

1.1. Definitions:

Business Day:	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
CDM Regulations:	the Construction (Design and Management) Regulations 2015
Conditions:	these terms and conditions as amended from time to time in accordance with clause 18.4
Contract:	the contract constituted by the Order, the Specification and these Conditions, entered into between the Customer and the Supplier for the sale and purchase of the Goods
Customer:	Modulek Limited (registered in England and Wales with company number 07466165)
Data Protection Legislation:	(i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998
Defect:	see clause 3.2
Delivery / Delivered:	the later of: (i) the actual physical delivery of the Goods to the Customer in accordance with the method set out in the Order, being either delivery by the Supplier to the Delivery Location or collection by the Customer from the Supplier's premises; and (2) the completion of Site Work.
Delivery Date:	the date or dates specified in the Order (each being a Delivery Date)
Deliverables:	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods in any form or media including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts)
Delivery Location:	the address for Delivery of Goods as set out in the Order
Goods:	the goods (or any part of them) set out in the Specification and the Order
Intellectual Property Rights:	all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world
Order:	the Customer's order for the Goods, as set out in the Customer's written acceptance of the Supplier's quotation
Price:	the price to be charged by the Supplier and paid by the Customer for the Goods as set out in the Order or, if appropriate, the pound sterling equivalent to the price set out in the Order at the date of the Order
Site Work	the work, if any, relating to the installation/completion of the Goods (including final connections of electrical, plumbing and HVAC systems) at the Delivery Location, to be provided by the Supplier, as set out in the Order, the Customer's instructions or which the Customer agrees can be treated as Site Work

Specification:	any specification for the Goods including any related plans and drawings, that is agreed in writing by the Customer and the Supplier
Supplier:	the person or firm from whom the Customer purchases the Goods (details of which are set out in the Order)
Warranty Period:	see clause 3.2

1.2. Interpretation:

- 1.2.1. 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;
- 1.2.2. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.3. a reference to writing or written includes emails.

2. BASIS OF CONTRACT

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms and conditions (including any terms or conditions that the Supplier seeks to impose or incorporate under any quotation, purchase order, confirmation of order, specification or any other document, whether communicated to the Customer before or after the date of the Order), or which are implied by trade, custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.
- 2.3. The Order shall be deemed to be accepted on the earlier of:
 - 2.3.1. the Supplier issuing a written acceptance of the Order; and
 - 2.3.2. the Supplier doing any act consistent with fulfilling the Order,at which point the Contract shall come into existence.
- 2.4. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. THE GOODS & WARRANTY PERIOD

- 3.1. Without limiting the Supplier's obligations under clause 3.2, the Supplier shall ensure that the Goods shall:
 - 3.1.1. be complete and shall correspond with their description in the Order and the Specification;
 - 3.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - 3.1.3. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods including, but not limited to, compliance with all building regulations.
- 3.2. The Supplier warrants that the Goods shall be free from defects in design, workmanship and materials ("Defect") for the periods specified below:
 - 3.2.1. Structural elements: 25 years from Delivery
 - 3.2.2. External non-structural elements: 5 years from Delivery
 - 3.2.3. Other parts of the Goods: 1 year from DeliveryThe periods above being the relevant "Warranty Period"
- 3.3. The Customer will notify the Supplier of a Defect in the Goods. If the Defect is notified within the relevant Warranty Period, the Supplier shall carry out all necessary remedial work expeditiously, at its own cost and in accordance with the instructions of the Customer. If the Supplier breaches its obligations under this clause 3.3 then, without limiting any other rights or remedies of the Customer, the Customer may rectify the Defect itself or engage third party to do so. The Supplier shall be liable for all additional costs, losses and expenses incurred by the Customer in so doing.

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- 3.4. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.5. The Customer may inspect and test the Goods at any time before Delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.6. If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.7. The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.8. The Supplier takes full responsibility for verifying the adequacy of any design in the Specification and be responsible for any errors, discrepancies or divergences in or between the documents forming part of the Customer's tender issued to the Supplier and/or comprising the Specification. If the Supplier becomes aware of any such error, discrepancy or divergence, the Supplier shall notify the Customer in writing immediately (with appropriate details) and the Customer shall issue instructions in that regard. The Supplier shall not be entitled to any additional sums or to any extension of time under the Contract as a result of any such instructions.
- 4. SITE WORK**
- 4.1. The Supplier shall carry out the Site Work:
- 4.1.1. regularly and diligently;
- 4.1.2. in accordance with the Order, the Specification and these Conditions;
- 4.1.3. in accordance with all statutory or other legal requirements, including the CDM Regulations, and the recommendations or requirements of the local authority or statutory undertakers; and
- 4.1.4. to the Customer's reasonable satisfaction.
- 4.2. The standards of materials, goods and workmanship applying to the Site Work shall be the same as is applicable to the Goods.
- 4.3. The Supplier shall commence, carry out and complete the Site Work by the respective dates stated in the Order or, where no dates are specified, the Site Work is to be carried out and completed as soon as reasonably practicable.
- 4.4. The Supplier shall ensure that during the carrying out the Site Work:
- 4.4.1. no nuisance, damage or injury is caused to any person or property due to the carrying out of the Site Work; and
- 4.4.2. any inconvenience or disturbance to adjoining or neighbouring owners, occupiers or members of the public is kept to a minimum.
- 4.5. The Customer may issue instructions in relation to the Site Work and the Supplier shall comply with them. If, within 7 days after receipt of an instruction from the Customer, the Supplier does not comply the Customer may employ and pay other persons to execute work of any kind that may be necessary to give effect to that instruction. The Supplier shall be liable for all additional costs incurred by the Customer in connection with such employment and an appropriate deduction may be made from the Price.
- 4.6. The Customer may issue instructions requiring an addition to, omission from, or other change in the Site Work or the order or manner in which they are to be carried out (a "variation"). The Customer and the Supplier shall agree how the Price shall be amended prior to the Supplier carrying out a variation. If an amendment to the Price cannot be agreed, a variation shall be valued by the Customer on a fair and reasonable basis.
- 4.7. The Customer shall certify the date when in its opinion the Site Work is complete.
- 4.8. On the completion of the Site Work, the Supplier shall ensure that the Delivery Location is left in a clean and tidy condition, with all unused materials and plant, equipment and temporary structures having been removed.
- 5. DELIVERY**
- 5.1. The Supplier shall ensure that:
- 5.1.1. Except for any Site Work, the Goods are complete prior to Delivery;
- 5.1.2. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 5.1.3. each Delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 5.1.4. if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 5.2. Subject to clause 5.3, the Supplier shall Deliver the Goods:
- 5.2.1. on the Delivery Date; and
- 5.2.2. at the Delivery Location.
- 5.3. The Customer shall be entitled to delay the Delivery of the Goods by up to one month after the Delivery Date and such delay shall not entitle the Supplier to any additional sums under the Contract.
- 5.4. If the Customer delays the Delivery of the Goods by more than one month after the Delivery Date:
- 5.4.1. the Customer shall pay the Supplier's reasonable costs reasonably incurred in connection with storing the Goods for the period between the date falling one month after the Delivery Date and the date the Goods are actually Delivered;
- 5.4.2. the Supplier shall be entitled to invoice the Customer for the Goods (in whole) and the Customer shall pay such invoice in accordance with clause 8.
- 5.5. Delivery of the Goods shall be completed:
- 5.5.1. in the case of delivery by the Supplier, on the completion of unloading the Goods at the Delivery Location. Unless otherwise agreed in writing, the Delivery Location shall be off-road, at any reasonable area specified by the Customer and in such manner so as not to cause an obstruction; or
- 5.5.2. in the case of collection by the Customer, on the completion of the loading of the Goods onto the Customer's vehicle (or the vehicle of any party which the Customer nominates to collect the Goods from the Supplier by prior notice in writing to the Supplier).
- 5.6. Where in the sole opinion of the Customer the Supplier Delivers Goods which are incomplete and/or defective, the Customer shall without limiting any other right or remedy of the Customer (in particular the right to treat such incomplete/defective work as Site Work) have the right, within 48 hours of delivery, to notify the Supplier of the same in writing. The Supplier shall attend the location notified to it by the Customer and respond to the Customer within 24 hours of receipt of the notice with a proposal for the completion/ rectification by the Supplier of the Order, which the Supplier shall perform at the location and within the timeframe to be agreed between the parties in writing. Where the Supplier fails to attend the site within 24 hours of receipt of the notice, any photographs taken by the Customer in terms of the finished state of the Goods and/or any defects in the Goods shall be conclusive. Where the parties cannot agree the proposal for completion/rectification within 24 hours, the Customer shall have the remedies set out in clause 6.
- 5.7. The Supplier shall not Deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be Delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to Deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.
- 6. REMEDIES**
- 6.1. If the Goods are not Delivered on the Delivery Date (or any such later date pursuant to clause 5.3 or clause 5.4), or do not comply with the undertakings set out in clause 3.1 or if the Supplier fails to perform the Site Work in accordance with clause 4, then, without limiting any of its other rights or remedies, and whether or

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- not it has accepted the Goods, the Customer may exercise any one or more of the following remedies:
- 6.1.1. to terminate the Contract;
 - 6.1.2. to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - 6.1.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the Price of the rejected Goods;
 - 6.1.4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 6.1.5. to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party;
 - 6.1.6. to recover from the Supplier any costs incurred by the Customer in connection with employing a third party to carry out work to complete the Goods, the Site Work and/or to rectify any defects in the Goods;
 - 6.1.7. to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract; or
 - 6.1.8. to refuse to accept any subsequent performance of the Site Work.
- 6.2. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6.3. The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 7. TITLE AND RISK**
- 7.1. Subject to clause 7.2, title and risk in the Goods shall pass to the Customer on completion of Delivery.
- 7.2. Where clause 5.4.2 applies, title in the Goods shall pass to the Customer on payment of the Price but risk in the Goods shall remain with the Supplier until completion of Delivery.
- 8. PRICE AND PAYMENT**
- 8.1. The Price:
- 8.1.1. excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice;
 - 8.1.2. includes the costs of packaging, insurance and, in the case of Delivery by the Supplier as specified in the Order, carriage of the Goods;
 - 8.1.3. includes, if applicable, the cost of the Site Work.
- 8.2. No extra charges or additions to the Price shall be effective unless agreed in writing by the Customer.
- 8.3. The Order shall set out when payments of the Price shall become due from the Customer.
- 8.4. The Price shall be calculated and paid in instalments in accordance with the Order. If not set out in the Order, the Price shall be paid at intervals of not less than one month, beginning one month after the date of the Contract coming into existence pursuant to clause 2.3.
- 8.5. Payment shall be due on the date which the Customer receives each invoice from the Supplier. Each invoice shall specify the sum that the Supplier considers will become due on the due date and the basis on which that sum is calculated and shall include the date of the invoice, the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require to verify the accuracy of the invoice.
- 8.6. No later than five days after payment becomes due, the Customer shall notify the Supplier of the amount which it considers to have been due at the payment due date in respect of the payment and the basis on which that amount is calculated.
- 8.7. The final date for payment shall be 30 days after the date on which payment becomes due.
- 8.8. Subject to clause 8.11 and unless the Customer has served a notice under clause 8.9, the Customer shall pay to the Supplier the sum referred to in the Customer's notice pursuant to clause xx (or, if the Customer has not served notice under clause 8.6, the sum referred to in the invoice submitted by the Supplier pursuant to clause 8.4) (a "notified sum") on or before the final date for payment of each invoice.
- 8.9. Not less than 3 days before the final date for payment (the "prescribed period") the Customer may give written notice to the Supplier that it intends to pay less than the notified sum (a "pay less notice"). A pay less notice shall specify the sum that the Customer considers to be due on the date the notice is served and the basis on which that sum is calculated.
- 8.10. If the Customer fails to pay an amount due to the Supplier by the final date for payment and fails to give a pay less notice pursuant to clause 8.9 then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.11. Notwithstanding clauses 8.8 and 8.9 and without prejudice to clause 15, if the Supplier become insolvent as defined in section 113 of the Housing Grants, Construction and Regeneration Act 1996 after the prescribed period, the Customer shall not be required to pay the Supplier the notified sum on or before the final date for payment
- 9. CUSTOMER MATERIALS**
- The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by the Customer to the Supplier ("Customer Materials") and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1. The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Goods and the Deliverables.
- 10.2. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for sole the purpose of providing the Goods to the Customer.
- 10.3. All Customer Materials are the exclusive property of the Customer.
- 11. INDEMNITY**
- 11.1. The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- 11.1.1. any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - 11.1.2. any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with Defects or the carrying out of Site Work, to the extent that the same are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - 11.1.3. any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
- 11.2. This clause 11 shall survive termination of the Contract.

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12. INSURANCE

During the term of the Contract and for a period of 12 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13. CONFIDENTIALITY

13.1. A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

13.2. This clause shall survive termination of the Contract.

14. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

14.1. In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

14.2. The Customer may immediately terminate the Contract for any breach of clause 14.1.

15. TERMINATION

15.1. The Customer may terminate the Contract in whole or in part at any time before Delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

15.2. Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

15.2.1. the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;

15.2.2. the Supplier 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), 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;

15.2.3. the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business;

15.2.4. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

15.2.5. the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

15.2.6. there is a change of control of the Supplier.

15.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

15.4. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

16. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 1 month, the party not affected may terminate the Contract by giving 7 days written notice to the affected party.

17. DATA PROTECTION

The Customer may provide the Supplier with personal data in order to enable the Supplier to perform the Contract. The Customer shall be a data controller and the Supplier shall be a data processor (where data controller and data processor have the meanings as defined in the Data Protection Legislation) and the Supplier will comply with the obligations set on the data processor under such legislation.

18. GENERAL

18.1. Assignment and other dealings

18.1.1. The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

18.1.2. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

18.2. Subcontracting.

18.2.1. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

18.3. Entire agreement

18.3.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.4. Variation.

18.4.1. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

18.5. Waiver.

18.5.1. Except as set out in clause 2.4, 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.6. Severance.

18.6.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18.7. Notices.

18.7.1. 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

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this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

- 18.7.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; 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 email, one Business Day after transmission.
- 18.7.3. This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.
- 18.8. Third party rights.
18.8.1. No one other than a party to the Contract shall have any right to enforce any of its terms.
- 18.9. Governing law.
18.9.1. 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.
- 18.10. Jurisdiction.
18.10.1 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.

These terms and conditions shall apply to the Contract to the exclusion of any other terms and conditions. Signature is not requisite to the Contract.