

Treanor Pujol – Terms and Conditions (Supply & Installation)

The Buyer's attention is in particular drawn to the provisions of clauses 6.2, 10.3, 11.4 and 14.

1 Interpretation

1.1 In these Conditions, unless the context otherwise requires:

Buyer: means the person, firm or company who purchases the Products from the Company;

Code of Practice: means the Precast Flooring Federation Code of Practice For the Safe Erection of Precast Concrete Flooring and Associated Components (a copy of which can be obtained via the following website: www.precastfloors.info);

Company: means Treanor Pujol Limited (company registration number 06741051);

Conditions: means these terms and conditions;

Contract: means the relevant contract (incorporating these Conditions) between the Company and the Buyer for the sale and purchase and installation of the Products;

Delivery Point: means the place where delivery of the Products is to take place under clause 5.1;

Insolvency Event: has the meaning set out in clause 15.3;

Products: means any products (including any part or parts thereof) agreed in the Contract to be supplied to the Buyer by the Company; and

Regulations: means the Construction (Design and Management) Regulations 2015

1.2 In these Conditions (unless the context otherwise requires):

- (a) the words **including** and **include** and words of similar effect shall be deemed have the words "without limitation" following them;
- (b) words importing persons shall include firms, companies, associations, bodies corporate and vice versa;
- (c) words importing the singular shall include the plural and vice versa;
- (d) references to a clause are to a clause of these Conditions; and
- (e) any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision and any regulations made under it.

1.3 The headings in these Conditions are for ease of reference only and shall not affect their construction or interpretation.

2 Application of Conditions

2.1 Subject to any variation under clause 2.3 the Contract shall be formed subject to these Conditions to the exclusion of all other terms and clauses (including any terms or clauses which the Buyer purports to apply under any purchase order, confirmation

of order, specification or other document).

- 2.2 No terms or clauses endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to all supplies of Products made/supplied by the Company and any purported variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company (whether in respect of the Products or otherwise) which is not set out in the Contract or otherwise expressly agreed in writing and signed by a director of the Company. Nothing in this clause shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Products by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Products subject to these Conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Products to the Buyer.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation given by the Company relating to the supply of Products is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any such quotation is valid for a period of 30 days only from its date, provided that the Company may in its absolute discretion withdraw any such quotation at any time prior to any Contract coming into existence as aforesaid.
- 2.8 The company reserves the right to source products from alternative suppliers. These products will meet all requirements and standards applicable in accordance with the quotation

3 Products

- 3.1 The quantity and description of the Products shall be as set out in the Company's quotation or acknowledgement of order.
- 3.2 Where the Products comprise hollowcore units, water may accumulate within the cores during the Buyer's construction programme. Accordingly, the Company shall (unless otherwise notified in writing by the Buyer) provide drainage points/weep holes wherever the cores are closed (such as polystyrene/concrete filled solid ends, reduced ends and dual bearing).
- 3.3 All samples, drawings, descriptive matter, specifications and 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 Products described in them. They shall not form part of the Contract and this is not a sale by sample.
- 3.4 All our Products are manufactured in line with a strict quality assurance procedure manifest in our CE mark compliant with EN 14992:2007 + A1:2012; EN 1168:2005

+A3:2011; EN 15037-1:2008. The precast concrete products are designed in accordance with Eurocode 2: BS EN 1992-1-1:2004 with UK NA. The concrete surface to the soffit of our Products is Type A as described in clause 6.2.7.3 of the local British Standard, BS 8110: Part 1 1997. Reference units can be viewed at our factory as an example of the finish to be expected, subject to clause 3.3.

- 3.5 To satisfy the requirements of the Regulations, the Company will provide two copies of all relevant information for the Health and Safety file, in electronic format only.

4 General responsibilities of the Buyer

- 4.1 The Buyer is solely responsible for providing to the Company all drawings, designs, specifications and other documents and information which are necessary to enable the Company to manufacture, supply, deliver and install the Products. Unless otherwise agreed in writing by the Company, the Company shall be entitled to cancel the Buyer's order and terminate the Contract if, in the reasonable opinion of the Company, manufacturing Products in accordance with the designs provided by or on behalf of the Buyer would adversely affect the structural integrity of the Products.

- 4.2 If a licence or consent of any government or other authority is required for the delivery of the Products to the Buyer and/or for installation of the Products by the Company, the Buyer shall obtain such licence or consent at its own expense and produce evidence of it to the Company on demand. The Buyer shall not be entitled to withhold or delay payment to the Company in respect of the Products if the Buyer fails to obtain any such licence or consent and the Buyer shall pay any additional costs or expenses incurred by the Company as a result of such failure.

- 4.3 The Buyer is solely responsible for ensuring that:

- (a) where the Delivery Point is not at the Company's premises:
 - (i) there is adequate and safe access (including a suitable hard surface road) at the relevant premises to enable delivery and installation to occur; and
 - (ii) the site where the Products are to be delivered and installed by the Company is safe and is adequately prepared prior to delivery in accordance with the Company's instructions or (in the absence of any such instructions) the Code of Practice; and
- (b) the Products are adequately protected after delivery and installation by the Company (including, without limitation, in respect of adverse weather conditions and any subsequent work effected by the Buyer or on its behalf).

- 4.4 Without prejudice to the generality of clause 4.3(a)(ii), the Buyer shall at its own cost ensure that:

- (a) passive fall protection (such as airbags/mats, safety nets, working platforms and crash decking) is provided for unloading and installation of the Products and that allowance is made for the space required to accommodate such protection;
- (b) all necessary protection is provided to any road, pavement, kerb or otherwise and all necessary pedestrian safety measures are implemented;

- (c) where the Products are to be stored on site, they are stacked in the same way that they were transported, using timber battens (which, unless otherwise specified in the Company's quotation, shall not be supplied by the Company and are to be provided at the Buyer's own cost);
 - (d) any voids which are formed in the precast flooring area are covered and protected as the relevant works progress;
 - (e) any propping of the Products which is required is undertaken by or on behalf of the Buyer in accordance with the Code of Practice and any drawings and/or guidelines provided by the Company;
 - (f) all facilities or equipment necessary for such propping are provided; and
 - (g) true, level and safe bearings necessary to receive the Products are fully prepared and sited accordingly.
- 4.5 Where the Delivery Point is not at the Company's premises, the Buyer shall, as soon as possible but in any event no later than the date of delivery of the Products, provide the Company with all facilities and information:
- (a) required to be provided under any applicable laws, regulations and codes of practice; and
 - (b) specified or referred to in the Company's quotation.
- 4.6 For the avoidance of doubt, the Buyer's responsibilities under clause 4.5(a) shall include the provision of all applicable welfare facilities required pursuant to the Regulations and all facilities and information referred to in the Code of Practice.
- 4.7 The Buyer shall at its own cost be solely responsible for undertaking all opening out, keeping clear and making good of the drainage points referred to in clause 3.2.
- 4.8 Unless expressly stated otherwise, the Company's quotation does not allow for, and the Buyer shall be solely responsible for any works necessary to meet, the requirements of building regulation Approved Document A: 2004 section A3 – Disproportionate Collapse.

5 Delivery

- 5.1 The place for delivery of the Products shall be as set out in the Company's quotation or at the Order Acceptance.
- 5.2 Any lead times specified by the Company for the Products to be completed ready for delivery and for subsequent installation are intended to be an estimate and time for delivery may not be made of the essence by notice. If no dates are so specified, delivery and installation shall be within a reasonable time. Unless otherwise agreed in writing by the Company, the Products shall be delivered and installed during normal working hours on the Company's normal working days.
- 5.3 Without prejudice to clause 5.1, the Buyer shall give the Company no less than 14 days' written notice confirming that the Buyer will be able to receive delivery of the Products. Unless otherwise agreed in writing by the Company, the Buyer may not specify in such notice a date which is prior to the expiry of the relevant lead time specified by the Company.

- 5.4 Notwithstanding clause 5.3, the Buyer shall in any event take delivery of the Products within 14 days of the Company giving it notice that the Products are ready for delivery.
- 5.5 Subject to the other provisions of these Conditions, no delay in the delivery or installation of the Products shall entitle the Buyer to terminate or rescind the Contract unless such delay exceeds (in the case of delivery) 90 days or (in the case of installation) 90 days after delivery.
- 5.6 Unless otherwise specified by the Company in its quotation or acknowledgement of order, the Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and labour for loading (or, where the Delivery Point is not at the Company's premises, unloading) and installation of the Products. Where the Buyer is responsible for unloading, an allowance for up to 2 hours per vehicle load is made for the Buyer to unload the Company's vehicles and the Buyer shall pay the Company a charge of £80 for any additional hour (or part hour) taken by the Buyer to unload the Products.
- 5.7 If for any reason the Buyer fails to accept delivery of any of the Products when they are ready for delivery on the date agreed at point of order, or the Company is unable to deliver the Products on time because the Buyer has not provided appropriate instructions, documents, drawings, plans, licences or authorisations or the Buyer has not provided appropriate access, facilities or equipment at the Buyer's premises then forthwith following notice given by the Company:
- (a) risk in the Products shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
 - (b) the Company shall be deemed to have fulfilled its obligation to deliver the relevant Products for the purpose of the Company being entitled to invoice and be paid for such Products in accordance with these Conditions; and
 - (c) the Company may store the Products until actual delivery, whereupon the Buyer shall be responsible for providing a storage place and liable for all related costs and expenses (including, without limitation, storage and insurance).
- 5.8 The Company may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each such instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 5.9 Any records, documents or other information required by law to be given by the Company to the Buyer or its representatives in connection with the supply and/or installation of the Products may be provided electronically (including by email), save if and to extent otherwise required by law.

6 Non-Delivery

- 6.1 The quantity of any consignment of Products as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 6.2 The Company shall not be liable for any non-delivery of Products (even if caused by

the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 3 days of the date when the Products would in the ordinary course of events have been received. Any liability of the Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

7 Risk/Title

- 7.1 The Products shall be at the risk of the Buyer from the time of delivery or on notice given by the Company under clause 4.5.
- 7.2 Ownership of the Products shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of such Products.
- 7.3 Until ownership of the Products has passed to the Buyer, the Buyer shall:
- (a) hold the Products on a fiduciary basis as the Company's bailee;
 - (b) store the Products (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - (c) not destroy, deface or obscure any identifying mark on the Products; and
 - (d) maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
 - (e) the Buyer shall provide the policy of insurance to the Company.
- 7.4 The Buyer may, with the prior written consent of the Company (which may be given or withheld in the Company's discretion), resell the Products before ownership has passed to it solely on the following conditions:
- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value;
 - (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale; and
 - (c) the Buyer shall pay the entire proceeds of such sale into a separate account to be held on trust for the Company until the Company has received payment in full for the Products.
- 7.5 The Buyer's right to possession of the Products shall terminate immediately if the Buyer encumbers or in any way charges any of the Products (or attempts to do so) or an Insolvency Event occurs.
- 7.6 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.

- 7.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 7.8 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this clause 7 shall remain in effect.

8 Price

- 8.1 Unless otherwise agreed by the Company in writing, the price for the delivery and installation of the Products shall, subject to clause **Error! Reference source not found.**, be the price set out in the Company's quotation or acknowledgement of order.
- 8.2 Unless otherwise specified in the Company's quotation or acknowledgement of order, the price for the delivery and installation of the Products shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Products.
- 8.3 If, in order to complete the Buyer's works, the Company is required to supply quantities of Products in addition to those set out in the Company's quotation or acknowledgment of order, the Buyer shall pay for such additional Products. The price payable for such additional items will be provided by the Company in a new quotation. Price may vary from the Company's quotation or acknowledgement of order. The Buyer shall pay for such additional items on the basis set out in such quotation and the relevant provisions of these Conditions shall apply to such payment. In any case Pro rata of current prices will not be accepted and any Extra Overs shall be agreed individually.

9 Payment

- 9.1 The Company shall be entitled to invoice the Buyer for the Products on the basis set out in the Company's quotation or acknowledgment of order. The Buyer shall pay each such invoice within the payment period which is 30 days from date of invoice/application of payment subject to Satisfactory Credit Check. Payment details are also specified in the Company's quotation or acknowledgment of order.
- 9.2 The Company may refuse (under this Contract or other contracts with the Buyer or any of its associated companies) to accept or complete any order, suspend supplies, impose special conditions or cancel the Contract if the Buyer's credit limit is or will be exceeded on delivery; or where the Buyer fails to comply with these Conditions; or if the Buyer is subject to any insolvency procedure.
- 9.3 If at any time the Buyer's credit ratings become unsatisfactory to the Company it may give the Buyer written notice to make immediate payment of the full contract price or to secure such payment. Until the Buyer complies with the requirements of any such notice the Company may suspend further production and/or deliveries and/or installation. If the requirements of the notice are not satisfied within 7 days of the date thereof the Company may rescind this contract whereupon the Buyer will be liable for the price of all Units manufactured and/or installed up to the date of rescission.
- 9.4 No payment by the Buyer shall be deemed to have been received until the Company has received cleared funds.

- 9.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 9.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company under the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.7 The Company do not accept the deduction of retention monies from the Company payments. To this end the Company offers a letter of indemnity, this will be sent under separate cover.
- 9.8 Interest. If the customer fails to pay the amount due, or any part thereof, by the final date for payment the customer shall pay, in addition to the amount not properly paid, simple interest thereon for the period until such payment is made. The rate of interest payable is 5% over the base rate of the bank of England which is current at the date the payment became overdue. The parties agree that this clause is a substantial remedy for late payment of any sum under the sub-contract in accordance with the provisions of s.8(2) of the late payment of commercial debts (interest) act 1998.

10 Quality

- 10.1 The Company warrants that it shall install the Products with reasonable care and skill and in accordance with Design, specifications or descriptions provided and agreed in the Quotation.
- 10.2 The Company warrants that (subject to the other provisions of these Conditions) on delivery, and for a period of 12 months from the date of delivery, the Products shall:
- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (b) be in accordance with BS8110 and such specifications or descriptions (if any) expressly listed or set out on the Company's quotation or acknowledgment of order.
- 10.3 The Company shall not be liable for a breach of any of the warranties in clause 10.2 unless:
- (a) the Buyer gives to the Company written notice of the relevant defect in the Products within 3 days of when the Buyer discovers or ought to have discovered such defect; and
 - (b) the Company is given a reasonable opportunity after receiving such notice of examining the relevant Products.
- 10.4 The Company shall not be liable for a breach of any of the warranties in clause 10.2 if:
- (a) the Buyer makes any further use of such Products after giving notice under clause 10.3(a); or
 - (b) the defect arises because of:

- (i) any errors or omissions in the drawings, designs, specifications or other documents and information provided by the Buyer under clause 4.1; or
 - (ii) the omission of the drainage points referred to in clause 3.2 at the request of the Buyer; or
 - (iii) any failure of the Buyer failed to follow the Company's instructions as to the storage, commissioning, use or maintenance of the Products or (in the absence of any such instructions) good industry practice; or
- (c) the Buyer alters or repairs such Products without the written consent of the Company.
- 10.5 Subject to clauses 10.3 and 10.4, if any of the Products do not conform with any of the warranties in clause 10.1 the Company shall at its option repair or replace such Products (or the defective part) or refund the price of such Products at the pro-rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Products or the part of such Products which is defective to the Company.
- 10.6 If the Company complies with clause 10.5 it shall have no further liability for a breach of any of the warranties in clause 10.2 in respect of the relevant Products.
- 10.7 Any Products which are replaced shall belong to the Company and any repaired or replacement Products shall be subject to the terms and conditions set out in this clause 9.4 for the unexpired portion of the 12 month period referred to in clause 10.2.

11 Liability

- 11.1 Subject to clauses 4, 6 and 9.4, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- (a) any breach of these Conditions;
 - (b) any use made or resale by the Buyer of any of the Products, or of any product incorporating any of the Products; and
 - (c) any representation, statement or act or omission (including negligence) arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these Conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
 - (b) under section 2(3) of the Consumer Protection Act 1987; or
 - (c) for fraud or fraudulent misrepresentation; or

- (d) for any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

11.4 Subject to clauses 11.2 and 11.3:

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited in respect of each event or series of connected events to an aggregate figure equal to the maximum amount of cover provided by the Company's insurance in force at the relevant time for such event or series of connected events (details of the relevant cover being available from the Company on request); and
- (b) the Company shall not be liable to the Buyer for any indirect, special or consequential loss (howsoever caused) arising in connection with the performance or contemplated performance of the Contract.

12 Force majeure

- 12.1 The Company reserves the right to defer the date of delivery or installation of the Products or to cancel the Contract or reduce the volume of the Products to be supplied or installed (in each case without liability to the Buyer) if it is prevented from or delayed in performing its obligations under the Contract due to circumstances beyond its reasonable control including acts of God, governmental actions, war or national emergency, pandemic, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to the Company's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

13 Confidentiality

- 13.1 Subject to clause 13.2, the Buyer shall treat all customer or business information, drawings, designs and specifications submitted to it by the Company as confidential and shall not without the Company's prior written consent disclose it to any third party or use it for any purpose except strictly as necessary for the purposes of the Contract.

- 13.2 The restrictions in clause 13.1 do not apply to information which:

- (a) is publicly available or becomes publicly available without breach of clause 13.1; or
- (b) is required to be disclosed to any governmental or other authority, regulatory body, or by the listing rules of a recognised stock exchange or as required by law.

14 Buyer's Indemnity

- 14.1 The Buyer shall, during and after the term of the Contract, indemnify the Company on demand and keep the Company fully indemnified and held harmless from and against all actions, proceedings, claims, demands, losses, costs, expenses (including legal expenses on an indemnity basis), awards, damages and payments incurred or suffered or paid by the Company as a result of or in connection with:

- (a) any failure of the Buyer to comply with (or any delay by the Buyer in

performing) any of its obligations under the Contract; and/or

- (b) any other act or omission (including negligence or breach of any laws) of the Buyer, its employees or sub-contractors in the performance or contemplated performance of the Contract;

except, in each case, if and to the extent caused by or contributed to by the Company's negligence or any breach of the Contract by the Company.

15 Termination

15.1 Subject to the other provisions of these Conditions, each of the Company and the Buyer shall be entitled to terminate the Contract with immediate effect by giving notice in writing to the other if:

- (a) the other fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
- (b) the other party commits any other breach of its obligations under the Contract and fails to remedy that breach within a period of 14 days after receipt of notice in writing requiring it to do so.

15.2 The Company shall be entitled to terminate the Contract with immediate effect by giving notice in writing to the Buyer if an Insolvency Event occurs in respect of the Buyer.

15.3 In these Conditions, an "**Insolvency Event**" means:

- (a) the Buyer is unable or admits inability to pay its debts as they fall due (or is deemed to or declared to be unable to pay its debts under applicable law), suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) the value of the assets of the Buyer is less than its liabilities (taking into account contingent or prospective liabilities);
- (c) a moratorium is declared in respect of any indebtedness of the Buyer;
- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Buyer;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of the Buyer;
 - (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Buyer or any of its assets; or

- (iv) enforcement of any security interest (howsoever described) over any assets of the Buyer; or
- (e) any event analogous to those set out in clause 15.3(d) occurs in any jurisdiction in respect of the Buyer.

16 General

- 16.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 16.2 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or otherwise.
- 16.3 If any provision of these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Conditions and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- 16.4 The failure of the Company to exercise or enforce any right under the Contract shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 16.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.
- 16.6 No person who is not a party to the Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.7 The Contract and any matter arising from or in connection with it shall be governed by and construed in accordance with English law. The Company and the Buyer each irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with the Contract.