

POWERLITE LIGHTING SOLUTIONS LIMITED CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these conditions:

“Buyer” means the person, firm or company who accepts a quotation of the seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

“Goods” means the goods (including any installment of the Goods or any parts for them) which the Seller is to supply in accordance with these Conditions.

“Conditions” means the standard term and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Buyer and Seller.

“Contract” means the contract for the purchase and sale of the Goods including these Conditions and any terms specified by the Seller.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to the Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer.

2.2 Quotations shall be available for acceptance by the Buyer for 30 days from the date of the quotation after which time the quotation may be altered by the Seller without giving notice to the Buyer. All quotations may be withdrawn or cancelled by the Seller within such period at any time on oral or written notice.

2.3 Variations to these Conditions or the terms of any Contract shall only be binding if agreed in writing between the authorised representatives of the Buyer and Seller.

2.4 The Seller's employees or agents are not authorised to make any representations concerning the Goods and such representations shall have no effect unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not do confirmed.

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. ORDERS AND SPECIFICATION

3.1 No order submitted by the Buyer or alteration to any order shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted to the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4 The Seller reserves the right, without giving prior notice, to deliver Goods whose design and specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.5 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.6 No order which has been accepted by the Seller may be cancelled or Goods returned for credit by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation. All Goods returned are subject to a minimum 15% handling charge.

3.7 The Seller shall not be bound to accept changes to the specification or the order after acceptance but shall endeavor, subject to agreement of any necessary revision of price and delivery date, to meet any reasonable request.

4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the Seller's quoted price or where no price has been quoted (or quoted price is no longer valid) the price listed in the seller's published price list current at the date of acceptance of the order.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the goods to reflect any increase the cost to the Seller which is due to any factor beyond the control of the Seller such as (without limitation) any costs of manufacture, any change in delivery dates, currency fluctuations, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions if the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Carriage charges are included in the Seller's quoted price subject to a minimum net invoice value of £250 relating to any one delivery. On orders for Goods where the net invoice value is less than this amount carriage will be charged in addition to the Sellers quoted price.

4.4 The price is exclusive of any applicable value added tax and any other duties, levies and taxes which the Buyer shall be additionally liable to pay to the seller.

4.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods but full credit will be given to the Buyer provided such pallets and containers are returned undamaged to the Seller before the due payment date for the goods.

4.6 The minimum invoice value is £50 exclusive of any valued added tax.

5. TERMS OF PAYMENT

5.1 Unless the Seller and Buyer agree otherwise in writing or unless a credit account has been opened, payment for the Goods should be made when the Buyer delivers his order to the Seller.

5.2 If a Buyer wishes to open a credit account two trade references and a bankers reference should be supplied to the Seller. The Seller shall not be obliged to grant credit terms to any Buyer but in the event that credit terms are granted the Buyer shall at all times keep within the credit limit set by the Seller and the Seller may at its absolute discretion withdraw or vary those credit terms with immediate effect and the Seller in doing so being under no liability whatsoever as a result of any such withdrawal or variation. Upon any withdrawal all amounts due or accruing to the Seller (under a Contract or otherwise) shall become immediately payable by the Buyer.

5.3 Where credit is granted payment should be made by the end of the month following the date of the invoice. Provided no other invoice is overdue the Buyer shall be entitled to a discount of 2.5% off the price of the Goods (excluding any charges for transport, packaging or insurance) for payments made on or before such date.

5.4 If the Buyer fails to make any payment on the due date then (without prejudice to any other right or remedy available to the Seller) the Seller shall be entitled without incurring any liability to:

(a) Cancel the Contract or any other contract with the Buyer or suspend any further deliveries to the Buyer in respect of the Contract or series of Contracts to which the default arises;

(b) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other Contract or series of Contracts and the Seller) as the Seller may think fit notwithstanding any purported appropriation by the Buyer; and

(c) Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate 1.5 percent per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Such interest shall accrue after as well as before any judgement and shall be compounded monthly on the amounts overdue until payment is made in full. Such interest shall be paid by the Buyer on demand. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (interest) Act 1998.

5.5 All sums payable under any Contract shall be paid by the Buyer without deduction or deferment, set off or counterclaim on any grounds.

6. DELIVERY AND INSPECTION

6.1 Delivery of the Goods shall be made by either:

(a) the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the goods are ready for collection and delivery takes place the moment the Goods are placed on the Buyer's or his agent's collection vehicle; or

(b) If some other place for delivery is agreed by the Seller delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only. Time for delivery shall not be of the essence and no delay shall entitle the Buyer to cancel the order or refuse to accept delivery at any time. The Goods may be delivered by the Seller in advance of the quoted delivery date upon the Seller giving reasonable notice to the Buyer.

6.3 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to delivery up to 10 per cent more or 10 per cent less than the quantity ordered without any adjustment in the price.

6.4 Where Goods are to be delivered in installments each delivery shall constitute a separate Contract provided that the Buyer fails to accept any delivery when due or defaults in making payment when due then deliveries of further installments may be cancelled or withheld until the goods or materials comprised in earlier installments have been paid for in full and the Buyer shall compensate the Seller in full for any loss or expense arising from such cancellation. Failure by the Seller to deliver any one or more of the installment in accordance with these Conditions or any claim by the Buyer in respect of any one or more of the installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.5 If the Seller fails to deliver Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, the Seller's entire liability shall be limited to the excess (if any) of the cost to the Buyer over the price of the Goods (in the cheapest available market) of similar goods to replace those not delivered.

6.6 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller, the Seller may:

(a) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; and

(b) sell the Goods at the best price readily obtained and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for shortfall below the price under the Contract.

6.7 Where before delivery the Seller gives the Buyer an opportunity to inspect the Goods (and such opportunity is exercised by the Buyer), the Seller shall not be liable for any loss or damage arising from defects that such an inspection ought to have revealed.

6.8 The Buyer (or third party to whom the Buyer has instructed the Seller to deliver) shall be responsible for fully inspecting the Goods at the time of delivery and noting any shortage or damage in details upon

the Seller's or the carrier's delivery note. The Seller shall replace, free of charge, Goods lost or damaged in transit if such loss or damage is noted on the delivery note, signed by the driver, and notified to the Seller or carrier by telephone and in writing on the same day as delivery.

6.9 Unless the Seller receives notice from the Buyer in accordance with the provisions of clause 6.8 above, the Goods shall be deemed to have been delivered in accordance with the Contract. Signature by the Buyer, its agent or any third party to whom the Goods are delivered on the delivery note shall be conclusive proof of satisfactory delivery and acceptance of the Goods.

7. RISKS AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

(a) in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

(b) in the case of the Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer or a third party to whom the Buyer has instructed the Seller to deliver to fails for any reason whatsoever to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in any Goods supplied by the Seller to the Buyer until the Seller has been paid in full or all the Goods supplied under any and all Contracts between the Seller and the Buyer:

(a) the Seller shall retain legal and equitable title to and ownership of the Goods;

(b) the Buyer shall have the possession of the Goods as bailee and fiduciary for the Seller and shall store the Goods (at no cost to the Seller) separately to any goods which belong to the Buyer or any third party and shall clearly mark the Goods in such a way as to enable them to be identified as being the Seller's property;

(c) all Goods shall be properly stored, protected and insured on the Seller's behalf for the full price against "all risks" to the reasonable satisfaction of the Seller and the Buyer shall produce the policy of insurance to the Seller upon request; and

(d) the Buyer shall hold the proceeds of insurance referred to in clause 7.2(c) above on trust for the Seller and not mix such proceeds with any other monies nor pay the proceeds into any overdrawn bank account.

7.3 The Buyer is licensed by the Seller (subject to the Seller's right to terminate such licence immediately at any time) to:

(a) attach the Goods to, mix them with or incorporate them into any other goods not owned by the Seller so that the Goods are not separate from the resulting composite or goods subject to the express condition that immediately upon manufacture, all such composite or mixed goods shall become the sole and exclusive property of the Seller provided always that if the Goods are attached to, mixed with or incorporated in to other goods the property of which has been retained by any third party, then the composite or mixed goods shall be the property of the Seller and any such third party in proportion to the respective prices of the Goods and the third party; and

(b) in the ordinary course of the Buyer's business, sell and deliver the Goods or any composite or mixed goods produced with the Goods provided always that this is subject to the condition that the Buyer shall hold the proceeds of sale, or the right to recover the same, on trust to settle any sums due to the Seller in respect thereof and to pay any balances to the third party. All such proceeds of sale shall be placed to the credit of a bank account which is to be separate from his own and from those of third parties and which shall not be permitted to become overdrawn and shall not be released to the Buyer until full payment for all the Goods has been received by the Seller. The Buyer agrees immediately upon being so requested by the Seller to assign to the Seller all rights and claims which the Buyer may have against its customer arising from such sale.

7.4 Insofar as the Buyer is empowered to sell under clause 7.3(b) above the Buyer sells as principal in relation to the sub-purchaser and has no right to commit the Seller to any contractual relationship with or liability to any third party but as between the Seller and Buyer the Buyer is to sell as fiduciary agent.

7.5 Until such time as payment is made in full under all contracts the Seller shall be entitled to demand the immediate return of the Goods at any time and the Buyer grants to the Seller, its agents and

employees an unconditional and irrevocable licence, at any time without prior notice to enter any premises where Goods may be or any premises the Seller has reason to believe the Goods may be, and to repossess and dispose of any Goods (and the costs of such repossession shall be borne by the Buyer) the Seller may sell or otherwise deal with the Goods so as to discharge any sums owed to it by the Buyer under any Contract.

7.6 Unless the Seller expressly elects otherwise any Contract between it and the Buyer for the supply of Goods shall remain in existence notwithstanding any exercise by the Seller of its rights under these Conditions.

7.7 The Buyer shall have no lien over any of the Goods and shall not be entitled to pledge or in any way charge by way of security for an indebtedness any of the Goods which remain the property of the Seller but if the Buyer does so any moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) immediately become due to the Seller and the remedies available to the Seller in clause 7 above shall thereby become available.

8. WARRANTIES AND LIABILITY

8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specifications at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from the date of their initial use or twelve months from delivery, whichever is first to expire.

8.2 The above warranty is given by the Seller subject to the following conditions:

(a) the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

(b) the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instruction (Whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;

(c) the seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods without the Seller's approval; and

(d) the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.3 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

8.4 Where the Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979) the provisions of clause 8.2 shall not apply and the statutory rights of the Buyer are not affected by these Conditions.

8.5 Subject to clause 6.7, any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer or any third party to whom the Goods are delivered on the instructions of the Buyer) be notified to the Seller 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 the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall at its option repair or replace such Goods (or the defective part) or refund to the Buyer the price of the Goods (or a proportionate part of the price).

8.6 Where any valid claim, which is based on any defect in the quality or condition of the Goods or their failure to meet specification, is notified to the Seller in accordance with these Conditions, the Seller shall at its option repair or replace such Goods (or the defective part) or refund to the Buyer the price of the Goods (or a proportionate part of the price)

8.7 Without prejudice to clauses 8.6 and 8.8 except in respect of death or personal injury caused by the Seller's negligence for which there shall be no limit, the Seller's liability to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any damages, loss, costs or expenses (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection

with the supply of the Goods, delay in the supply, failure to supply by resale of the Goods by the Buyer, shall be limited to the greater of the Contract price or the amount received by the Seller for the claim under any insurance policy covering such risks provided that nothing in this clause shall oblige the Seller to obtain any insurance or claim upon any insurance which it holds. The Buyer acknowledges that delay in notifying any claim may prevent the Seller recovering any money under such policy.

8.8 The Seller shall not be liable to the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the case for:

(a) any economic loss of any kind whatsoever, direct or indirect, including without limit loss of profit, business contracts, revenues or anticipated savings; and/or

(b) any damage to the Buyer's goodwill or reputation; and/or

(c) any loss resulting from any claim made by any third party; and/or

(d) any special, indirect or consequential loss or damage of any nature whatsoever.

8.9 The Seller shall not be liable to the Buyer for any losses or damages whatsoever or be deemed to be in breach of the Contract by reason of any delay in performing, or nay failure to perform any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control including (but not limited to) Act of God, explosion, fire or accident, war acts, restrictions, bye-laws, prohibitions or measures of any kind on the part if any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery, failure or default of sub-contractors, power failure or breakdown of machinery.

8.10 In the event of any of the events specified in clause 8.9 leading to delay in or prevention of performance of the Seller's obligations, the Seller will be at liberty to cancel or suspend the Contract without incurring any liability.

8.11 The B2B end user is responsible for all liabilities regarding the environmentally sound disposal of this EEE when it is discarded as WEEE

8.12 The Seller may, for commercial reasons only, offer a take back option when a B2B end user is purchasing a new product, however, this will be decided on a case by case basis and may incur a charge.

8.13 For local environmental sound disposal please contact 0845 257 7024 of info@weelight.co.uk for a free no obligation quote for the removal of WEEE items from a B2B end user.

9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

9.1 Nothing in these Conditions shall be construed as a representation or warranty by the Seller that the design, manufacture, use or sale of the Goods is not an infringement of any third party's intellectual property rights of any nature including but not limited to any and all inventions, patents, utility models, design rights, copyright, know-how, trade secrets, trade marks, trade names (the "IPRs"), goodwill and confidential information.

9.2 The Buyer shall not, under any circumstances, acquire any right in or to any of the IPR's subsisting in or relating to the Goods.

9.3 The Buyer shall keep confidential and not use, without the prior written consent of the Seller all and any information supplied by the Seller or disclosed to or obtained by the Buyer pursuant to or as a result of any Contract and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Buyer, or disclosure of the same is required by law.

10. IDEMNITY

10.1 The Buyer shall indemnify the Seller on demand from and against all and any losses, damages, costs (including legal costs on an indemnity basis) claims actions or demands whatsoever and however arising suffered or incurred by the Seller and/or for which it may be liable to any third party due to, arising out of or in connection with:

- (a) the use of the Goods or incorporation of or in attachment of the Goods to other products or structures; and/or
- (b) the supply of the Goods; and/or
- (c) any breach by the Buyer if any provision of any Contract; and/or
- (d) any liability under the Consumer Protection Act 1987 in respect of the Goods are attached to or any other statutes or regulations from time to time in force in the UK relating to product safety and without prejudice to the generality of the foregoing this indemnity shall apply in circumstances in which the Goods were:
 - (i) not the defective part of any product to which the Goods are attached to or incorporated into;
 - (ii) rendered the defective part or became a defective product by reason of an act or omission of the Buyer or any third party or by reason of instructions or warnings given by the Buyer or other supplier of the said composite or other products;
 - (iii) supplied in accordance with a specification and/or drawings furnished by, or on behalf of, the Buyer (For the purpose of this clause 10 only the word "defective" shall be interpreted accordance the definition of "defect" contained in Part 1 of the Act).

10.1 The Buyer shall effect and keep in effect full and proper insurance in respect of the Buyer's liability under the Act in an amount sufficient to cover all prospective claims by third parties under the Act in respect of the Goods and shall, on request from time to time by the Seller, provide a copy of such insurance.

11. TERMINATION

11.1 Without prejudice to any other right or remedy available to it, the Seller shall be entitled without any liability to the Buyer to terminate any and all Contracts immediately upon giving notice to the Buyer and demand payment of any amount due or accruing to the Seller whether under a Contract or otherwise resell the Goods and withhold or cancel any deliveries if any of the following occurs or, in the opinion of the Seller, is likely to occur:

- (a) the Buyer shall commit a breach of any of its obligations under any Contract to the Seller;
- (b) in the opinion of the Seller the financial standing of the Buyer becomes unsatisfactory;
- (c) if the Buyer should become bankrupt or insolvent or shall compound its creditors or proceedings are commenced for the liquidation of the Buyer (other than for a member's voluntary winding up for the purposes of reorganisation) or if a Receiver, Manager, Administrative Receiver or Administrator is appointed over the Buyer's assets or any of them;
- (d) an encumbrancer takes possession or a receiver is appointed, of any to the property or assets of the Buyer;
- (e) the Buyer ceases, or threatens to cease, to carry on business, or
- (f) any distress execution or other legal process is levied upon any of the Buyer's assets.

11.2 Without prejudice to any rights of the Seller the Seller shall in the event of termination be entitled to:

- (a) immediate payment for all goods delivered under any Contract or any other contracts subsisting between the parties or (at the Seller's option) security for payment satisfactory to the Seller;
- (b) recover from the Buyer the contract value of any work completed or goods manufactured to the Buyer's order at termination;
- (c) recover from the Buyer the value of any such to be manufactured at such date including the costs of materials, labour, overheads and a fair profit as determined by the Seller's auditors whose decision shall be binding and conclusive on the Seller and the Buyer; and/or
- (d) recover from the Buyer the cost of goods and materials ordered by the Seller for which the Seller has to pay.

12. GENERAL

12.1 Any notice to be given either by the Buyer or the Seller shall be sufficiently given if sent by first class recorded delivery post (air mail post for export orders) or facsimile transmission addressed to the registered office or (if not a company) to the last known address or place of business of the relevant party shown on the fax hereof and shall be deemed to have been received:

(a) in the case of postage two business days (seven days for export orders) after it was posted and

(b) in the case of facsimile transmission on the date of dispatch.

Any for the avoidance of doubt notice given under any Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.2 No waiver by the Seller or any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby. Each sub-clause in these Conditions shall be construed and receive effect as a separate clause. Should for any reason whatsoever any sub-clause be unenforceable according to its terms, the others shall remain in full force and effect.

12.4 Nothing in these Conditions excludes or limits the liability of the Seller for fraudulent misrepresentation or death or personal injury caused by the Sellers negligence.

12.5 The Contract represents the entire agreement between the parties and supersedes all earlier warranties, representations or statements (whether oral or in writing) and may only be varied or amended in writing between the parties.

12.6 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

12.7 Failure or delay by the Seller in enforcing or partially enforcing any provision of any Contract shall not be construed as a waiver of any of its rights under the Contract.

12.8 The Buyer shall not be entitled to assign any Contract or any part if it without the prior written consent of the Seller. The Seller may assign, transfer or sub-contract the Contract or any part of it to any person, firm or company.

12.9 The formation, existence, construction, performance, validity and all aspects of all Contracts and these Conditions shall be governed by English law and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.