

REID LIFTING LIMITED
TERMS AND CONDITIONS
FOR SUPPLY OF GOODS AND SERVICES



1. DEFINITIONS

"Contract" the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions together with any applicable Specification Document;

"Conditions" these terms and conditions as amended from time to time;

"Customer" means the organisation or person who purchases Goods and/or Services from the Supplier;

"Goods" means the goods (or any part of them) as set out in the Order;

"Intellectual Property Rights" means all patents, rights to inventions, registered and unregistered designs, copyright, trade marks and service marks, know-how and all other forms of intellectual property wherever in the world enforceable, in each case whether registered or unregistered and including all applications and rights to apply and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Order" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's applicable purchase order or Customer's written acceptance of Supplier's Quotation.

"Quotation" means a quotation or statement of works which may include the Specification Document which provides details of the Goods or Services to be provided by the Supplier;

"Specification Document" means any specification for the Goods and/or Services, including any relevant plans or drawings, agreed by the Customer and Supplier, or other similar document describing the Goods and/or Services to be provided by the Supplier;

"Services" means the services supplied by the Supplier as set out in the Specification Document;

"Supplier" means Reid Lifting Limited of Unit 1 Wyeview, Newhouse Farm Industrial Estate, Chepstow, Monmouthshire, NP16 6UD, United Kingdom.

2. GENERAL

2.1. Before the commencement of the Contract the Supplier shall submit to the Customer a Quotation specifying the Goods and Services to be supplied and the price payable subject to these Conditions.

2.2. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the proposed Quotation.

2.3. Any Quotation given by the Supplier shall not constitute an offer, and is only valid for 30 calendar days from the date of issue.

2.4. The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.5. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order, at which point the Contract will come into existence.

2.6. These Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer at the exclusion of any other terms the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the

sole purpose of giving an approximate idea of the Services and/or Goods described in them and they shall not form part of the Contract or have any contractual force.

2.8. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. GOODS

3.1. The Goods are described on the Supplier's website and/or in their catalogue as modified by the Specification Document.

3.2. To the extent that the Goods are to be manufactured in accordance with a Specification Document supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Specification Document. This clause 3.2 shall survive termination of the Contract.

4. DELIVERY OF GOODS

4.1. The Supplier shall ensure that it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2. The Supplier shall deliver the Goods under Incoterms Ex works, to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.

4.3. Should the Supplier deliver the Goods to the Delivery Location then delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4. Should the Customer collect the Goods from the Supplier's premises then delivery of the Goods shall be completed upon the loading of the Goods onto the Customer's transport.

4.5. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence.

4.6. The Supplier shall not be liable for any delay in delivery of, or failure to deliver, the Goods that is caused by a force majeure event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.7. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

4.8. If the Customer fails to take or accept delivery of the Goods within three business days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a force majeure event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

4.8.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the third business day following the day on

which the Supplier notified the Customer that the Goods were ready; and

4.8.2. the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.9. If ten business days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.10. The Supplier may deliver the Goods by instalments and any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment

5. QUALITY OF GOODS

5.1. All Goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

5.2. The Supplier warrants that as from the date of dispatch and for a period of 2 years the Goods and all their component parts, where applicable are free from any defects in design, workmanship, construction or materials.

5.3. The warranty provided under clause 5.1 excludes consumable items including but not limited to castors, nuts, bolts, washers, straps, handles and bags.

5.4. Subject to clause 5.6 the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if;

5.4.1. the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.4.2. the Supplier is given a reasonable opportunity of examining such Goods; and

5.4.3. the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.

5.5. The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

5.5.1. the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.4;

5.5.2. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

5.5.3. the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

5.5.4. the Customer alters or repairs such Goods without the written consent of the Supplier;

5.5.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

5.5.6. the Goods differ from their description or their specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.6. Except as expressly stated in this Contract, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Goods and Services to be provided by the Supplier.

5.7. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier

6. TITLE AND RISK

6.1. The risk in the Goods shall pass to the Customer on completion of delivery.

6.2. Title in the Goods shall not pass to the Customer until the Supplier has received in full all sums due to it in respect of;

6.2.1. the Goods; and

6.2.2. all other sums which are or which become due to the Supplier from the Customer on any other account.

6.3. Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

6.3.4. notify the Supplier immediately if it becomes subject to any of the events listed in clause 15.1.3 to clause 15.1.6;

6.3.5. give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4. Subject to clause 6.5 the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1. it does so as principal and not as the Supplier's agent; and

6.4.2. title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 15.1.3 to clause 15.1.6 then, without limiting any other right or remedy the Supplier may have:

6.5.1. the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

6.5.2. the Supplier may at any time:

6.5.2.1. require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

6.5.2.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them

7. SUPPLY OF SERVICES

7.1. The Supplier shall supply the Services to the Customer in accordance with any applicable specification identified in the Specification Document.

7.2. The Supplier warrants that the Services performed under this Contract shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

7.3. The Supplier shall use all reasonable endeavours to meet any performance dates or complete the Services within estimated time frames but time shall not be of the essence in the performance of any services.

8. CUSTOMER'S OBLIGATIONS

8.1. The Customer shall:

8.1.1. ensure that the terms of the Order and Specification

Document are complete and accurate;

8.1.2. co-operate with the Supplier in all matters;

8.1.3. provide the Supplier with any information and/or materials reasonably required by the Supplier;

8.1.4. obtain all necessary permissions and consents which may be required before the commencement of the Services;

8.1.5. comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties;

8.1.6. provide the Supplier and its subcontractors, with access to the Customer's premises and other facilities as reasonably required by the Supplier to provide the Services;

8.1.7. comply with all applicable laws and regulations; and

8.1.8. keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody and in good condition.

8.2. The Customer shall be liable to compensate the Supplier for any costs, damages, fines, losses expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 8.1.

8.3. Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer terminates the Contract or cancels the agreed Goods and/or Services agreed, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed or agreed.

8.4. In respect of cancellations which are less than five working days' from either the start date of the Services or agreed delivery date for the supply of Goods, the Customer will be liable to the Supplier for the full amount of the Goods and/or Services, and the Customer agrees that this is a genuine pre-estimate of the Supplier's losses in such a case.

8.5. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 8.1, it shall be deemed to be a cancellation of the Goods and Services and subject to the payment of the damages set out in this Clause.

8.6. In the event that the Customer or any third party, not being a sub-contractor of the Supplier, through their acts and omissions, prevents or delays the Supplier from undertaking or complying with any of its obligations under this Contract, then the Supplier shall notify the Customer as soon as possible and:

8.6.1. the Supplier shall have no liability in respect of any delay to the provision of the Services of supply of Goods;

8.6.2. if applicable, the timetable for the project or delivery date will be modified accordingly;

8.6.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from such delay

9. RETURNS AND/OR CANCELLED ORDERS

9.1. The Customer may return Goods to the Supplier, subject to the following:

9.1.1. Goods must be returned within 30 days from the date of delivery;

9.1.2. Goods must be unused, not damaged and in a resellable condition;

9.1.3. Goods must be returned via tracked mail and at the Customer's cost.

9.2. Notwithstanding clause 9.1, all returns are at the Supplier's discretion and the Company reserves the right to refuse to accept a return of Goods.

9.3. All returns are subject to a 25% restocking fee which the Supplier may off set against any reimbursement of the price paid.

9.4. Notwithstanding clause 9.1, any Goods which were designed or manufactured for the Customer using a bespoke specification or which the Supplier does not believe can be resold due to the uniqueness of the Goods, may not be returned, unless in accordance with clause 5.

9.5. Except where otherwise set out in these Conditions, once an Order has been accepted by the Supplier, a Customer cannot cancel the same without Supplier agreement. Supplier reserves the right to charge the Customer for any costs and fees which may have been incurred up to the point of cancellation.

10. PRICE AND PAYMENT

10.1. The price for the supply of Goods and /or Services are as set out in the Order unless the Services are to be calculated on a time and material basis.

10.2. The price for the Goods and/or Services shall be inclusive of all costs and charges for packaging but exclusive of any insurance and transport which is arranged and ordered separately at additional cost to the Customer.

10.3. The Supplier reserves the right to:

10.3.1. increase the charges for the Services on an annual basis with effect from each anniversary

10.3.2. increase the charges for the Goods by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

10.3.2.1. any factor beyond the control of the Supplier (including but not limited to foreign exchange rate fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

10.3.2.2. any request by the Customer to change the delivery dates, quantities or type of Goods ordered or the specification of the Goods;

10.3.2.3. any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

10.4. The Supplier shall invoice the Customer on dispatch of the Goods and in respect of the Services, on completion of the Services.

10.5. All invoices are to be paid within 30 days from the end of the month of the date of the invoice(s) and time for payment shall be of the essence.

10.6. The Supplier shall be entitled to charge interest on any overdue fees or invoices from the date when payment becomes due from day to day until the date of payment at a rate of 4.00% per annum above the base rate of the Bank of England.

10.7. In the event that the Customer's procedures require that an invoice be submitted against a purchase order for payment, the Customer shall be responsible for issuing such purchase order before the Goods and Services are supplied and the Supplier will have no liability to the Customer for a failure to comply with the same.

11. ALTERATIONS TO THE SPECIFICATION DOCUMENT

11.1. The parties may at any time mutually agree upon and execute an amendment to the Order or Specification Document.

11.2. Any alterations or updates to the Order or Specification Document shall be conditional on the parties agreeing any changes to the price and any other applicable terms.

11.3. The Customer may at any time request alterations to the Order or Specification Document by notice in writing to the Supplier and the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer whether it agrees to such alterations and the effect of the same, if any, on the price and any other terms already agreed between the parties.

11.4. Where the Supplier agrees to any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier in writing whether or not it wishes to proceed with the alterations.

11.5. Where the Parties have agreed to an alteration, the Specification Document shall be amended by the Supplier/Customer to reflect such alterations.

11.6. The Supplier reserves the right to amend the Specification Document insofar that it relates to the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

12. INDEMNIFICATION

12.1. Customer shall indemnify Supplier 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 professional costs and expenses) suffered or incurred by Supplier arising out of or in connection with:

12.1.1. Customer's breach or negligent performance or non-performance of this Contract;

12.1.2. the enforcement of this Contract;

12.1.3. any claim made against Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with any Specification Document;

12.1.4. any claim made against Supplier by a third party arising out of or in connection with the provision of the Services or supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by Customer, its employees, agents or subcontractors

12.1.5. any claim made against Supplier by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of Customer, its employees, agents or subcontractors.

12.2. This indemnity shall apply whether or not Supplier has been negligent or at fault.

13. CONFIDENTIALITY

13.1. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.

13.2. Each party may disclose the other party's confidential information;

13.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13;

13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14. LIMITATION OF LIABILITY

14.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:

14.1.1. death or personal injury due to its negligence

14.1.2. Fraud or fraudulent misrepresentation;

14.1.3. Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);or

14.1.4. Breach of the terms implied by section 12 of the Sale of Goods Act 1978 (title and quiet possession).

14.2. Subject to clause 14.1 the entire liability of the Supplier to the Customer in respect of any claim, whether or not arising out of negligence, shall be limited to the price paid by the Customer to the Supplier under the Contract to which the claim relates.

14.3. Subject to clause 14.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

14.3.1. for any loss of business or sales;

14.3.2. loss of opportunity;

14.3.3. loss of profits

14.3.4. loss of agreements or contracts;

14.3.5. loss of anticipated savings;

14.3.6. loss of use or corruption of software, data or information;

14.3.7. loss of or damage to goodwill; and

14.3.8. any indirect or consequential loss or damage whatsoever.

14.4. Clause 14.3 shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

14.5. The terms implied by sections 13 – 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

14.6. This clause 13 shall survive termination of the Contract.

15. TERMINATION

15.1. Either party may terminate this Contract forthwith by notice in writing to the other if:

15.1.1. the other party commits a material breach of the Contract and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

15.1.2. the other party commits a material breach of this Contract which cannot be remedied under any circumstances;

15.1.3. the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

15.1.4. the other party suspends, or threatens to suspend, or ceases to carry on its business or substantially the whole of its business;

15.1.5. the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets; or

15.1.6. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15.2. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

15.2.1. the Customer fails to pay any amount due under the Contract on the due date for payment; or

15.2.2. there is a change of control of the Customer:

15.3. Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of the Goods under the Contract or any other contract between the Customer and Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.6 or the Supplier reasonably believes that the Customer is about to become subject to any of them.

15.4. Upon termination, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest, and in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

15.5. Upon termination the Customer shall return all Supplier Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. All Intellectual Property Rights produced from, arising as a result of the performance of or in connection with this Contract shall, so far as not already vested, be owned by the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

16.2. 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 the purpose of providing the Services to the Customer.

17. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

18. INDEPENDENT CONTRACTORS

18.1 The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties.

18.2 The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the Services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Contract. .

19. ASSIGNMENT

19.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Contract without the prior written consent of the Supplier.

19.2 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

20. SEVERABILITY

If any provision or part-provision of this Contract is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be 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 and the remainder of the provisions herein shall continue in full force and effect as if this Contract had been agreed with the invalid illegal or unenforceable provision eliminated.

21. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions.

22. NOTICES

22.1. Any notice to be given by either party to the other may be served by email, fax, and personal service or by post to the address of the other party given in the Order or Specification Document or such other address as such party may from time to time have communicated to the other in writing.

22.2. If a notice is sent:

22.2.1. by email or by fax, unless the contrary is proved, it will be deemed to be received one business day after transmission;

22.2.2. Which is hand delivered, it shall be deemed to have been received on the following business day; or

22.2.3. by pre-paid first class post or next working day delivery service, the notice shall be deemed to have been received at 9.00am on the second business day after posting

23. VARIATION

Unless expressly provided elsewhere in this Contract, this Contract may only be varied by agreement of both parties in writing.

24. ENTIRE AGREEMENT

24.1. This Contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

24.2. In the event of a conflict between the Conditions and the Specification Document, the Conditions shall prevail.

25. NO THIRD PARTIES

Nothing in this Contract is intended to, nor shall it confer any rights on any third party.

26. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.