

**Castings Technology International  
Conditions of Supply of Goods and Services - Issue 3 February 2020**

These Conditions shall apply to all Contracts for the supply of Goods and/or Services between Castings Technology International Limited, whose registered address is at Advanced Manufacturing Park, Brunel Way, Catcliffe, Rotherham, S60 5WG (company number 08531295) ("**the Company**") and the addressee of this document or any person purchasing Goods/Services from the Company ("**the Customer**").

**1. INTERPRETATION**

1.1 Definitions:

**Conditions:** these terms and conditions as amended from time to time in accordance with condition 20;

**Contract(s):** the contract(s) between the Company and the Customer for the supply of Goods/Services made in accordance with these Conditions;

**Force Majeure Event:** has the meaning given to it in condition 12;

**Goods:** the goods (or any part of them) specified in the Order;

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for 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 purchase order form, or the Customer's written acceptance of the Company's quotation, as the case may be;

**Services:** the services (or any part of them) supplied by the Company to the Customer, as specified in the Order;

**Specification:** the specification for the Goods/Services, including any relevant plans or drawings, that is set out or referred to in the Contract; and

**Working Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.2 Interpretation:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 a reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.4 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2. BASIS OF CONTRACT**

- 2.1 Unless otherwise expressly stated in writing, all quotations and estimates by the Company are invitations to treat and are only valid for a period of thirty Working Days from its date of issue.
- 2.2 The Customer's Order is an offer by the Customer to purchase Goods/Services in accordance with these Conditions and shall only become binding upon the Company posting its written acceptance of the Order (and for the avoidance of doubt, upon deemed receipt of the same pursuant to condition 14.2). The Order and the acceptance shall be the complete and final Contract for the supply of the Goods or Services.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 The Company shall supply Goods/Services that conform to the Specification and on delivery are free from defects in material and workmanship. If providing Services the Company shall provide such Services with reasonable care.

### 3. DELIVERY

- 3.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Company notifies the Customer that the Goods are ready.
- 3.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods, or collection of the Goods by the Customer, at the Delivery Location, save where the Goods are delivered by an independent carrier, in which case delivery to the independent carrier shall be deemed as delivery to the Customer.
- 3.3 Unless otherwise stated, all quotations and estimates assume delivery in full loads. An extra charge will be made for instalments requested by the Customer. Such a request must be in writing and give at least five (5) Working Days' notice. In the case of Goods to be delivered in instalments, each instalment shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any claim by the Customer in respect of failure of delivery of any one or more instalments or a defect in any one or more instalments or otherwise shall not entitle the Customer to cancel any other instalment or treat the Contract as a whole as repudiated.
- 3.4 The Company will deliver as near as possible to the Delivery Location as a safe hard road permits. The Customer shall provide at its own expense the labour and equipment for unloading and stacking. Damage due to inadequate site access or careless unloading shall be at the Customer's risk.
- 3.5 The Customer shall note any claim for short delivery on the delivery schedule at the time of delivery and shall confirm such claims in writing to the Company's head office within three (3) Working Days from the date of delivery. If short delivery does take place the Customer undertakes not to reject the Goods but to accept the Goods delivered as a part performance of the Contract. The Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 3.6 If the Customer fails to collect the Goods, or accept delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch:
  - 3.6.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch; and
  - 3.6.2 the Company shall be entitled to store and insure the Goods and to invoice the Customer for all related costs and expenses of so doing.

- 3.7 If ten (10) Working Days after the Company notifies the Customer that the Goods are ready for delivery the Customer has not accepted delivery of them, the Company may resell or otherwise dispose of part or all of the Goods.
- 3.8 The Company undertakes to use its reasonable endeavours to despatch the Goods on a promised delivery date, but does not guarantee to do so. Accordingly, any dates quoted for delivery of the Goods are approximate only and time of delivery of Goods shall not be of the essence of the Contract unless expressly so stipulated in writing.
- 3.9 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 3.10 The Company shall not be liable if any delivery is delayed for any cause by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. In such circumstances, an extension of time for delivery shall be granted and the Customer shall pay such extra charges as shall have been occasioned by the delay.
- 3.11 In cases where the Goods supplied are castings it is agreed between the Company and the Customer that the Goods shall be used by the Customer as part of a subsequent product and that the Customer shall be the producer of such subsequent product.

#### **4. TITLE AND RISK**

- 4.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 4.2 Title in the Goods delivered by the Company shall not pass to the Customer until the earlier of either:
- 4.2.1 the Company receiving payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums;
  - 4.2.2 the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer at the time specified in condition 4.4.

- 4.3 Until such time as title passes the Customer shall hold the Goods as the Company's fiduciary agents and bailee and shall:
- 4.3.1 keep the Goods separate from those of the Customer and third parties and properly stored, protected and identified as the Company's property.
  - 4.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods.
  - 4.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery.
  - 4.3.4 notify the Company immediately if it becomes subject to any of the events listed in conditions 10.1.3 to 10.1.6; and
  - 4.3.5 give the Company such information relating to the Goods as the Company may require from time to time.
- 4.4 Subject to condition 4.5, the Customer shall be entitled to re-sell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. If the Customer re-sells or uses the Goods before that time title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.
- 4.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in condition 10.1.3 to condition 10.1.6, then, without limiting any other right or remedy the Company may have, the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately.
- 4.6 Until such time as the title in the Goods passes to the Customer (and provided the Goods are still in existence and have not been re-sold or irrevocably incorporated into another product) the Company shall be entitled at any time to require the Customer to deliver up all Goods in its possession to the Company and if the Customer fails to do so promptly, the Company may enter any premises of the Customer or of any third party where the Goods are stored and in order to repossess the Goods.

## **5. OBLIGATIONS OF THE CUSTOMER IN RESPECT OF THE USE OF THE GOODS**

### **5.1 The Customer shall:**

- 5.1.1 provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to deliver the Goods;
- 5.1.2 provide the Company with such information and materials as the Company may reasonably require in order to deliver the Goods/provide the Services and ensure that such information is complete and accurate in all material respects.
- 5.1.3 co-operate with the Company in all matters relating to the Goods/Services.
- 5.1.4 ensure that the terms of the Order and any drawings, calculations and specifications are complete, accurate and correct; and
- 5.1.5 ensure that all necessary approvals have been granted and the Customer agrees to indemnify the Company against all liabilities, costs and claims arising from any failure to obtain the necessary consents.

5.2 If the Goods are to be manufactured in compliance with a Specification provided by the Customer, the Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

5.3 The Company may, acting in its sole discretion, assist in supplying drawings and calculations when requested to do so. No design work or calculations will be issued prior to the Contract. An additional charge will be made for any design work or drawings required over and above those normally supplied by the Company.

5.4 It is the Customer's responsibility to satisfy himself that the drawings, calculations and specifications are correct, as no responsibility for errors or omissions will be accepted by the Company once the Customer has approved details submitted.

5.5 The Company's responsibility is solely confined to its own manufactured components and does not extend to other products or components or overall structural or architectural considerations. The Company accepts no liability for any defect arising from any design or specification provided or made by the Customer or if any alterations or other work has been done to the Goods by any person other than the Company.

- 5.6 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 5.6.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
  - 5.6.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this condition 5.6; and
  - 5.6.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

## **6. QUALITY OF THE GOODS**

- 6.1 The Customer shall thoroughly inspect any Goods supplied within a period of 5 days of their delivery or deemed delivery and shall give written notification to the head office of the Company promptly of any defects which a reasonable examination would have revealed.
- 6.2 Any claim by the Customer which is based on any defect in the quality of the Goods or Services performed shall be notified to the Company within 5 days from the date of performance or (where the defect was not apparent on reasonable inspection) within 7 days after discovery of the defect or the date when it ought reasonably to have been discovered (if earlier) and in any event within six (6) months from the date of delivery or the agreed defects liability period if shorter. If the Customer does not notify the Company accordingly the Company shall have no liability for such defect and the Customer shall be bound to pay the prices as if the Goods or Services had been performed in accordance with the Contract.
- 6.3 The Company must be afforded reasonable opportunity and facilities to investigate any claims made by the Customer and examining the Goods in question.
- 6.4 Subject to the Customer's compliance with conditions 6.1 to 6.3, the Company will either refund the price paid for the Goods/Services (or a proportionate part of the price) or repair or replace (at its option) any components of the Company's manufacture, which fail due to faulty materials or workmanship of the Company, or in the case of Services to be provided which have not been

performed, to re-perform the Services. The provision of this clause shall be the Customer's sole remedy for any such failure of the Goods or non-performance of Services

- 6.5 In the case of components or products not of the Company's manufacture, the Company will assign to the Customer its rights against its supplier and these rights shall be taken in extinction of and substitution for any rights, which the Customer may otherwise have had against the Company.
- 6.6 If the Customer does not notify the Company in accordance with conditions 6.1 and 6.2, the Company shall have no liability for such defect and the Customer shall be bound to pay the prices as if the Goods/Services had been performed in accordance with the Contract.
- 6.7 No claim shall be made by the Customer for labour installation or other expenditure incurred in respect of Goods supplied which are subsequently repaired or replaced.
- 6.8 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Company or re-performed Services.

## **7. LIMITATION OF LIABILITY**

- 7.1 All warranties, conditions or other terms implied by statute (including, but not limited to, the Sale of Goods Act 1979) or common law are excluded to the fullest extent permitted by law.
- 7.2 No liability is accepted for technical information recommendations or advice furnished before the Contract is made. Any advice or recommendation given or on behalf of the Company which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk and the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 7.3 Under no circumstances shall the Company be liable to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non-supply or delay in supplying the Goods or Services or otherwise in connection with any Contract:
  - 7.3.1 loss of profits.
  - 7.3.2 loss or damage incurred by the Customer as a result of third-party claims.
  - 7.3.3 loss of sales or business.
  - 7.3.4 loss of agreements or contracts.

7.3.5 loss of anticipated savings.

7.3.6 loss of or damage to goodwill; and

7.3.7 any indirect or consequential loss or damage.

7.4 Subject to condition 7.7, and without prejudice to condition 6.4 the total liability of the Company to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract shall be limited to 100% of the total charges paid under the Contract.

7.5 It shall be the duty of the Customer to insure against such consequential loss and to hold the Company harmless therefore.

7.6 The Customer shall indemnify the Company against all action, claims or demands by third parties, howsoever arising, directly or indirectly, in connection with the use, functioning, performance or state of the Goods and/or Services following delivery of the Goods to the Customer and/or completion of the Services except where such claim relates to death or personal injury caused by the Company's negligence.

7.7 Nothing in these Conditions shall exclude or limit the Company's liability for death or personal injury caused by the Company's negligence, or the negligence of its employees or any other liability that cannot be lawfully excluded or limited.

7.8 This condition 7 shall survive termination of the Contract.

## **8. CHARGES AND PAYMENT**

8.1 The price for the Goods/Services:

8.1.1 shall be the price set out in the Order, or if no price is quoted, the Company's current price list as at the date of the Order; and

8.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods which shall be invoiced to the Customer.

- 8.2 The price for the Goods/Services is subject to amendment at the discretion of the Company on or after acceptance, in order to meet any recognised rise in such costs that are due to:
- 8.2.1 any factor(s) beyond the control of the Company (including, but not limited to, any variation in government taxes, duties and levies; foreign exchange fluctuations; and increases in labour, materials and other manufacturing costs);
  - 8.2.2 any request(s) by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification.
  - 8.2.3 any delay caused by any instructions of the Customer in respect of the Goods/Services or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods/Services.
  - 8.2.4 any other additional charges as specified in the Contract.
- 8.3 In respect of Goods, the Company shall invoice the Customer on or at any time after completion of delivery. The Company shall be entitled to render invoices at such intervals as it deems necessary in respect of Services supplied or to be supplied by the Company, and in respect of all costs and expenses incurred by the Company at the date such invoice is rendered.
- 8.4 The Customer shall pay each invoice submitted by the Company (for the price of the Goods/Services):
- 8.4.1 within thirty (30) days after the end of the month in which the invoice is rendered; and
  - 8.4.2 in full and in cleared funds to a bank account nominated in writing by the Company.
- 8.5 If the Customer shall fail to pay in accordance with condition 8.4, the Customer shall lose the benefit of any previously agreed discount.
- 8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods/Services at the same time as payment is due for the supply of the Goods/Services.
- 8.7 The time of payment of the price shall be of the essence. Without limiting the Company's remedies under condition 10 (*Termination*), interest shall be payable on overdue accounts at a

rate of 5% above the Bank of England base rate from time to time, (both before and after any judgment) such interest accruing from day to day, from the due date until payment of the overdue sum.

- 8.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **9. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY**

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Goods/Services (including, but not limited to, any drawings produced by the Company) shall be owned by the Company (save for Intellectual Property Rights in any materials provided by the Customer).
- 9.2 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials in any Specification provided by the Customer to the Company for the purpose of providing the Goods/Services to the Customer.
- 9.3 The Customer shall indemnify the Company against all expenses, damages, costs, claims and liabilities whatsoever, 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 Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights (including, but not limited to any patent rights, trade mark rights or copyright, or registered design rights) resulting from the carrying out of work or supply of the Goods/Services in connection with the Company's use of the Specification.

## **10. TERMINATION**

- 10.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract immediately if:
- 10.1.1 the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.1.2 the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within thirty (30) days after receipt of notice in writing to do so.
- 10.1.3 the Customer takes, or is subject to, any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), bankruptcy (being an

individual or firm), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business

- 10.1.4 the Customer suspends or threatens to suspend or ceases or threatens to cease to carry on all or a substantial part of its business.
  - 10.1.5 if the Customer'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; or
  - 10.1.6 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 10.2 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company in any of the circumstances listed in conditions 10.1.1 to 10.1.6.

## **11. CONSEQUENCES OF TERMINATION**

- 11.1 On termination of the Contract:
- 11.1.1 if the Goods have been delivered the price shall become immediately due notwithstanding any previous agreement to the contrary. The Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - 11.1.2 the Customer shall return all of the Goods which have not been fully paid for. If the Customer fails to do so, then the Company 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.
- 11.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

## **12. FORCE MAJEURE**

- 12.1 The Company shall not be liable to the Customer or in breach of the Contract by reason of any delay or failure in performing any of its obligations if the delay or failure was due to any cause beyond the Company's control, including, but not limited to:
- 12.1.1 Act of God, explosion, flood, tempest, fire or accident;
  - 12.1.2 war, or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - 12.1.3 acts, regulations, prohibitions or measures of any kind on the part of any government, parliamentary or local authority import or export regulations or embargoes;
  - 12.1.4 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); and
  - 12.1.5 difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

## **13. ASSIGNMENT AND OTHER DEALINGS**

- 13.1 The Company 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.
- 13.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

## **14. NOTICE**

- 14.1 Any notice or other communication required or permitted to be given by either party to the other under the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Working Day delivery service to that other party at its registered office (if a company) or principal place of business (in any other case) or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 14.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.

14.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**15. WAIVER**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default of the same or any other provision. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**16. SEVERANCE**

If any provision of these Conditions is or becomes invalid, illegal or unenforceable, in whole or in part, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

**17. NO PARTNERSHIP OR AGENCY**

Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

**18. ENTIRE AGREEMENT**

18.1 The Contract constitutes the entire agreement between the parties, to the exclusion of the contrary in the Customer's standard conditions of purchase, if any, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract. Accordingly, no liability is accepted for technical information recommendations or advice

furnished before the Contract is made. Any advice or recommendation given or on behalf of the Company which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk and the Company shall not be liable for any such advice or recommendation which is not so confirmed.

18.3 Nothing in this condition shall limit or exclude any liability for fraud.

**19. THIRD PARTIES RIGHTS.**

A person who is not a party to the Contract shall have a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**20. VARIATION**

Except as set out in these Conditions, no variation of the Conditions or any Contract shall be effective unless it is agreed in writing.

**21. GOVERNING LAW**

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any Contract.

**22. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.