

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

These terms and conditions shall govern the contract between (1) Euroquartz Limited (**the Supplier**) and (2) the Customer. The Supplier may agree modifications to these terms but such modifications must be in writing signed by the Supplier and cannot be inferred from a course of behaviour.

### 1. BASIS OF CONTRACT

- 1.1 Any order constitutes an offer by the Customer to purchase goods (**Goods**) and/or services (**Services**) from the Supplier in accordance with these terms and conditions (**the Contract**).
- 1.2 Orders placed by telephone will be read back to the Customer to confirm the details of the order. The Supplier will not be responsible for discrepancies where an order has been read back to the Customer.
- 1.3 The Contract shall be formed when the Supplier confirms to the Customer in writing its acceptance of an order.
- 1.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 1.5 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. They shall not form part of the Contract or have any contractual force.
- 1.6 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.
- 1.7 Any quotation given by the Supplier shall not constitute an offer, and is only valid for the period set out on the quotation or if no period is specified on the quotation then it shall only be valid for 30 days.
- 1.8 All of these conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 1.9 The Supplier has a minimum order charge of £25.00 (excluding delivery and any applicable taxes).

### 2. GOODS

- 2.1 The Goods are as described in the Supplier's catalogue as modified by any applicable specification of the Goods that are agreed in writing by the Customer and the Supplier (**Goods Specification**).
- 2.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification 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 and other professional costs and expenses) suffered or incurred by the Supplier 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 Goods Specification. This clause 2.2 shall survive termination of the Contract.
- 2.3 The Supplier reserves the right to amend any Goods Specification if required by any applicable statutory or regulatory requirements.

### 3. DELIVERY OF GOODS

- 3.1 The Supplier shall ensure that:
  - (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any)
  - (b) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. 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.

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- 3.2 The parties shall agree that either:
- (a) the Supplier 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 Supplier notifies the Customer that the Goods are ready; or
  - (b) the Customer shall collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier before delivery (**Collection Location**) within three Business Days (a day when banks in London are open for business) of the Supplier notifying the Customer that the Goods are ready.
- 3.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location or the completion of loading of the Goods at the Collection Location.
- 3.4 Any dates quoted for delivery of the Goods are approximate only. Delivery dates are dependent on the Supplier having materials in stock. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event (as defined in clause 14.1) 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.

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. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

- 3.5 If the Customer fails to accept or take delivery of the Goods within five Business Days of the Supplier notifying the Customer that the Goods are ready or the Customer fails to collect the Goods within ten Business Days of being notified that they are ready for collection, then except where such failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the sixth Business Day following the day on which the Supplier notified the Customer that the Goods were ready or 9.00am on the eleventh Business Day following the day on which the Supplier notified the Customer that the Goods were ready for collection; and
  - (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.6 If thirty Business Days after the Supplier notified the Customer that the Goods were ready for delivery or collection the Customer has not taken delivery of them or collected 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.
- 3.7 The Customer shall not be entitled to reject the Goods if the Supplier delivers 5% more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the order invoice in respect of any deliveries more than 2% over or under the quantity ordered on receipt of notice from the Customer that the wrong quantity of Goods was delivered. If the Customer shall have any complaint about the quantity of the Goods being over 5% less than the Goods ordered then notice shall be given to the Supplier within 7 days of delivery. In the absence of such notification the Customer shall be deemed to have accepted the quantity of Goods.
- 3.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES****4. QUALITY OF GOODS**

- 4.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:
- (a) conform in all material respects with their description;
  - (b) be free from material defects in design, material and workmanship;
  - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  - (d) be fit for any purpose held out by the Supplier.

Subject to clause 4.3, if:

- (a) 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 4.1;
  - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
  - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 4.2 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.1;
  - (b) 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;
  - (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
  - (d) the Customer alters or repairs the Goods without the written consent of the Supplier;
  - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
  - (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 4.3 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1 but only for the duration of the original warranty period.
- 4.4 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 4.2.

**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES****5. TITLE AND RISK**

5.1 The Risk in the Goods shall pass to the customer on the completion of delivery depending on the incoterm applied to the transaction. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

5.2 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) 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;
- (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.3(b) to clause 12.3(l); and
- (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

5.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.3(b) to clause 12.3(l), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, 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.

**6. SUPPLY OF SERVICES**

6.1 The Supplier shall provide the Services to the Customer in accordance with the description or specification for the Services provided in writing by the Supplier to the Customer in all material respects.

6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified by the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

6.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES****7. CUSTOMER'S OBLIGATIONS**

## 7.1 The Customer shall:

- (a) ensure that the terms of the order and (if submitted by the Customer) the Goods Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (d) provide the Supplier with such information as the Supplier may reasonably require regarding the use and purpose of the Goods and any specific testing that is required to be carried out on the Goods;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- (f) not knowingly re – export, export or sell any Euroquartz Ltd sourced or produced product to countries listed on the UK Export Control Order 2008 Schedule 4 Parts 1 & 2 and Article 12g of EU Regulation 833/2014 (EU). Any violation of this shall constitute a material breach of contract with Euroquartz Ltd and shall entitle Euroquartz Ltd to terminate the supply relationship with immediate effect and cancel accepted orders without delay.
- (g) Indemnify all costs, third party claims or fines resulting from a confirmed breach of contract identified in paragraph (f).
- (h) Shall undertake best efforts to ensure the supply chain does not include parties from countries in the legislative /regulatory instruments outlined in paragraph (f).

7.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) the Supplier shall without limiting its other rights or remedies 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- (c) 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 the Customer Default.

**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES****8. CHARGES AND PAYMENT**

- 8.1 The price for Goods shall be the price set out in the quotation or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. Unless otherwise stated the price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
- 8.2 The Supplier reserves the right to increase the price of 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:
- (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
  - (c) 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.
- 8.3 In respect of Goods, the Supplier shall invoice the Customer on delivery. In respect of Services, the Supplier shall invoice the Customer monthly in arrears or as otherwise agreed. The Supplier reserves the right to require all or part of the price of the Goods and/or Services to be paid in advance where it considers it appropriate. Where a payment in advance is required the Supplier shall be entitled to not commence work in connection with any supply until payment is received and shall not be responsible for any failure to meet any agreed delivery date as a consequence of any delay by the Customer in making an advance payment.
- 8.4 The Customer shall pay each invoice submitted by the Supplier:
- For goods delivered, within 30 days of the date of the invoice or as otherwise stipulated in the case of a payment in advance; and in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 8.5 All invoices paid by credit card are subject to a surcharge of 3% of the value of the Goods or Services together with any applicable delivery charges and taxes.
- 8.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Supplier shall be entitled to charge interest and claim compensation on overdue sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest will be calculated from the invoice date to the date of payment.
- 8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

**9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 Subject to clause 9.2 all patents, copyright, trade-marks, service marks, trade, business and domain names, rights in goodwill, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (**Intellectual Property Rights**) in or arising out of or in connection with the Goods and/or Services (save for any Goods Specification supplied by the Customer) shall be owned by the Supplier.
- 9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights incorporated within the Goods and/or Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining an appropriate licence and the terms thereof.
- 9.3 All Supplier Materials are the exclusive property of the Supplier.

**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES****10. CONFIDENTIALITY**

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

**11. LIMITATION OF LIABILITY**

11.1 Nothing in these conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.

11.2 Subject to clause 11.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of reputation, loss of opportunity or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Goods or fee for the Services plus 20%.

11.3 The terms implied by sections 13 to 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.

11.4 This clause 11 shall survive termination of the Contract.



**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES****12. TERMINATION**

- 12.1 *[Without limiting its other rights or remedies the Supplier may terminate the Contract by giving the other party not less than one month's written notice.]*
- 12.2 The Customer may only terminate or amend the Contract or any part of the Contract with the express prior written consent of the Supplier, such consent will not be given in respect of an order for Goods if the delivery will take place in 7 working days or less.
- 12.3 The Supplier may terminate the Contract by written notice where in the Supplier's opinion the Customer's financial position deteriorates to such an extent that the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.4 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
  - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
  - (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
  - (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
  - (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
  - (h) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.3(b) to clause 12.3(i) (inclusive);
  - (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- 12.5 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 12.6 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.3(b) to clause 12.3(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them.



**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES****13. CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the 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;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

**14. FORCE MAJEURE**

- 14.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 14.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 8 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

**15. GENERAL****15.1 Assignment and other dealings.**

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

**15.2 Notices.**

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.10; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

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- 15.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 15.7 **Variation.** Except as set out in these conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 15.8 **Dispute resolution.** In the event of a dispute a senior representative of the Supplier and the Customer shall meet to see if it can be resolved and the parties shall consider but shall not be obliged to agree to submit to mediation or other alternative dispute resolution otherwise all disputes shall be resolved through the Courts.
- 15.9 **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 15.11 **Legal.** Euroquartz is the trade name of Euroquartz Limited a company registered in England and Wales under Company Number 01773012 whose registered office is at Blacknell Lane Industrial Estate, Crewkerne, Somerset, TA18 7HE