



QUOTATION & GENERAL SALES CONDITIONS OF ROYAL SANDERS (UK) LTD.

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1. Definitions

- 1.1 Unless the context shows otherwise, any words and expressions which have been capitalised in these general sales conditions are defined terms to which the following meaning is assigned: "Branded Products" means any products, other than Private Label Products, manufactured by the Supplier and sold or offered for sale by the Supplier under any trademark owned by or licensed by the Supplier, including any Intellectual Property Rights (if any) of the Supplier; "Business Day" means a day (other than a Saturday, Sunday or Public holiday) when banks in London are open for business; "Contract" means the contract between the Supplier and the Purchaser for the sale and purchase of the Products in accordance with these General Conditions; "General Conditions" these general sales conditions of Supplier as amended from time to time; "Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up rights, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, moral rights, rights in confidential information (including know-how and trade secrets) any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. "Order" means the Purchaser's order for the Products, as set out in the Purchaser's purchase order form or in the Purchaser's written acceptance of the Supplier's quotation, as the case may be; "Private Label Products" means any products specifically manufactured for and under the label of the Purchaser and, if and to the extent agreed upon between the Supplier and the Purchaser, based on any Specification provided by the Purchaser; "Products" means any movable goods to be delivered, including Private Label Products and Branded Products, and/or services to be provided by the Supplier as set out in the Order; "Purchaser" means the person or firm who purchases the Products from the Supplier; "Specification" means any specification for the Products, including any related plans and drawings, that is agreed in writing by the Purchaser and the Supplier; "Supplier" means Royal Sanders (UK) Limited, a company incorporated in England and Wales (company number: 6703227), whose registered office is at Redscar Business Park, Longridge Road, Ribblesdale, Preston, Lancashire, UK, PR2 5NA;
- 1.2 Construction - In these General Conditions, the following rules apply:
- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - A reference to a party includes its personal representatives, successors or permitted assigns.
 - A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
 - Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - A reference to writing or written includes faxes and e-mails.

2. Applicability

- 2.1 These General Conditions apply to the Contract to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. THE APPLICABILITY OF ANY TERMS OR CONDITIONS USED OR REFERRED TO BY THE PURCHASER IS HEREWITH EXPLICITLY REJECTED.
- 2.2 These General Conditions are applicable to all legal relationships of the Supplier acting as (potential) Supplier and/or supplier of Products.
- 2.3 In the event a Contract between the Supplier and the Purchaser is concluded to which these General Conditions apply, the provisions of such Contract shall prevail in case of a conflict between the provisions of such Contract and the provisions of these General Conditions.
- 2.4 Except as set out in these General Conditions, any variations to the Contracts, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by a duly authorised signatory of each party.

3. Conclusion of Contract

- 3.1 A quotation for the Products given by the Supplier, whether made in writing or verbally, shall not constitute an offer.
- 3.2 Unless agreed otherwise in writing, all quotations are based on the assumption that the Order of the Purchaser will be executed under normal labour conditions and during normal working hours and the Supplier reserves the right to charge an additional fee for any work required outside of normal working hours.
- 3.3 The Supplier is entitled to terminate any negotiations with the Purchaser at any time, without any compensation being due.
- 3.4 The Order constitutes an offer by the Purchaser to purchase the Products in accordance with these General Conditions. The Purchaser is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Purchaser are complete and accurate.
- 3.5 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 3.6 The Contract constitutes the entire agreement between the parties. The Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 3.7 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.
- 3.8 The Supplier is not obliged to make inquiries after the intended use of the Products or the circumstances under which the Products will be used by the Purchaser.

4. Products

- 4.1 The quantity and description of the Products shall be as set out in the Supplier's quotation or written acceptance of the Purchaser's Order
- 4.2 To the extent that the Products are to be manufactured in accordance with a Specification supplied by the Purchaser, the Purchaser 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 reasonable 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 Specification. This clause 4.2 shall survive

termination of the Contract howsoever arising.

- 4.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

5. Delivery and Time of Delivery

- 5.1 Unless agreed otherwise in writing, delivery will be Ex Works (Incoterms 2010). If the parties agree in writing that the Products shall be transported by the Supplier, they shall agree in writing the terms on which delivery of the Products shall take place and the provisions of clause 6 shall apply.
- 5.2 In the event the Products are stored for the Purchaser by the Supplier at the premises of the Supplier or elsewhere, delivery of the Products shall be deemed to have taken place at the first day of storage. The Purchaser shall collect the Products from such location as may be advised by the Supplier prior to delivery within seven (7) days of the Supplier notifying the purchaser that the Products are ready for collection.
- 5.3 The times for delivery indicated by the Supplier will only serve as an estimate and the time of delivery is not of the essence. The Supplier will only be in default after having received a written notice of default specifying a reasonable time for delivery and after it has failed to comply with such specified time.
- 5.4 The Supplier is entitled to deliver the Products by instalments and to invoice such deliveries separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Purchaser to cancel any other instalment.
- 5.5 Minor deviations with respect to the agreed quantities, weight, measures and/or composition (i.e. ten (10%) percent more or less from the quantities, weight, measure and/or composition per Product stated in the Order) shall be accepted by the Purchaser.
- 5.6 Samples of the Products provided to the Purchaser serve only as an indication, to which the Products to be delivered may not necessarily conform.

6. Shipment and Storage

- 6.1 If the Supplier agrees to transport the Products, the following provisions apply:
- 6.2 The Purchaser shall procure that the Supplier can deliver the Products at the named place of destination on the agreed date and time of delivery. If the Purchaser does not comply with this obligation, the Purchaser is in default without any further notice of default being required. The Supplier will in that case store or procure storage of the Products concerned on behalf of the Purchaser for a maximum period of thirty (30) days. If the Purchaser does not collect the Products concerned within said term, the Supplier is entitled to terminate the Contract and to dispose of the Products concerned in any manner it deems fit, without any compensation whatsoever being due by the Supplier. In addition, if the Products concerned are Private Label Products, the Supplier may destroy such Private Label Products or have such Private Label Products destroyed, at its discretion and at the Purchaser's expense.
- 6.3 The Supplier, or the third party acting on behalf of Supplier, is entitled to refuse to effect delivery of the Products, if, according to the Supplier and/or the third party which takes care of the transport on behalf of the Supplier, the facilities/equipment for unloading made available by the Purchaser fail to comply with any requirements regarding temperature control, safety, hygiene and cleanliness imposed by any competent authority and, in such case, the Supplier shall be entitled to terminate the Contract and dispose of the Products concerned in any manner it deems fit, without any compensation being due by the Supplier. In addition, if the Products concerned are Private Label Products, the Supplier may destroy such Private Label Products or have such Private Label Products destroyed, at its discretion and for the Purchaser's account and expense.
- 6.4 The Purchaser warrants that the Products can be unloaded within the agreed time period, or, in the absence of such agreed time period, within the time normally required for unloading by using modern facilities/equipment of unloading.
- 6.5 The Purchaser shall be liable for and shall indemnify against any liabilities, expenses, damages, losses and costs (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable costs and expenses) suffered or incurred by the Supplier arising out of or in connection with the failure of the Purchaser to comply with its obligations pursuant to clauses 6.2, 6.3 and/or 6.4.
- 6.6 The Purchaser shall store and keep the Products packaged in accordance with the special requirements for the Products, as instructed by the Supplier.

7. Prices

- 7.1 Except as agreed otherwise in writing, all prices of Products are based on delivery Ex Works (Incoterms 2010), thus excluding costs of transport, taxes, duties, insurance policies and VAT which shall be invoiced to the Purchaser (as applicable).
- 7.2 The Supplier may, by giving notice to the Purchaser at any time before delivery, increase the prices for Products to reflect any increase in the cost of the Products that is due to: any factor beyond the Supplier's control (including, without limitation, increases in the price of (raw) materials, aids and appliances, wages, insurance policies, freight tariffs, official currency rates, taxes, duties or other measures imposed by authorities.
- 7.3 The Supplier may charge costs for packaging material, if such material was provided to the Purchaser. The Supplier may also charge additional (transportation) costs depending on the terms agreed by the parties on which transport and delivery of the Products by the Supplier shall take place.

8. Payment

- 8.1 Payment by the Purchaser shall be made in full and in cleared funds within the term stipulated in the relevant invoice. In the absence of such term in the invoice, payment shall be made within a maximum period of thirty (30) days after the date of invoice, unless agreed otherwise in writing. Time of payment is of the essence of a Contract. The Supplier reserves the right to suspend the provision of Products to the Purchaser where any amounts are overdue under any contract between the Supplier and the Purchaser until all such amounts have been paid.
- 8.2 Payment by the Purchaser shall be made in the currency set out in the invoice and without set-off, discount and/or suspension.
- 8.3 All costs with respect to payment, including but not limited to costs with respect to the provision of security, shall be for the Purchaser's account and expense.



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- 8.4** If payment is not received by the due date, the Supplier shall be entitled, without prejudice to any other rights and remedies that the Supplier may have, and without any notice of default being required, to charge on the overdue amount at the rate of 4% per annum above the London Interbank Offered Rate (LIBOR) base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Purchaser shall pay the interest together with the overdue amount. The Supplier shall in such case also be entitled to request immediate payment of all invoices, irrespective whether these are due, and to immediately suspend performance of all of its obligations.
- 8.5** All reasonable extra-judicial and judicial costs which the Supplier might incur pursuant to a default of the Purchaser shall be borne by the Purchaser.
- 8.6** Payments by the Purchaser shall be deemed to have been made first to settle judicial and extra judicial costs as stipulated in clause 8.5, accrued interest as stipulated in clause 8.4, thereafter they shall be charged to the oldest debt, irrespective of any indications made by the Purchaser.
- 8.7** If, in the opinion of the Supplier, the credit-worthiness of the Purchaser, or the Purchaser's general ability to pay, deteriorates before delivery of the Products, the Supplier may require full or partial payment of the price prior to delivery or the provision of security for payment by the Purchaser in a form acceptable to the Supplier.
- 9 Retention of title and risk**
- 9.1** The risk in the Products shall pass to the Purchaser on completion of delivery.
- 9.2** Title to the Products shall not pass to the Purchaser until the Supplier has received payment in full (in cash or cleared funds) for:
- the Products; and
 - any other goods or services that the Supplier has supplied to the Purchaser in respect of which payment has become due.
- 9.3** Until title to the Products has passed to the Purchaser, the Purchaser shall:
- hold the Products on a fiduciary basis as the Supplier's bailee;
 - store the Products separately from all other goods held by the Purchaser so that they remain readily identifiable as the Supplier's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.2; and
 - give the Supplier such information relating to the Products as the Supplier may require from time to time, but the Purchaser may resell or use the Products in the ordinary course of its business.
- 9.4** If before title to the Products passes to the Purchaser the Purchaser becomes subject to any of the events listed in clause 11.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Purchaser accordingly, then, provided that the Products 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 Purchaser to deliver up the Products and, if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the Products are stored in order to recover them.
- 9.5** The Purchaser grants to the Supplier, its agents and employees an irrevocable right and licence to enter the Purchaser's premises with or without vehicles during normal business hours for the purpose of inspecting and/or repossessing Products to which it has retained title. This right and licence shall continue to subsist notwithstanding the termination for any reason of a Contract and is without prejudice to any accrued rights of the Supplier under a Contract or otherwise.
- 10. Limitation of Liability**
- 10.1** The Supplier is not liable to the Purchaser for:
- non-delivery unless the Purchaser notifies the Supplier of a claim within seven (7) days of the date of the Supplier's invoice;
 - shortages in quantity delivered in excess of those permitted by clause 5.5 unless the Purchaser notifies the Supplier of a claim within seven (7) days of delivery of the Products by the Purchaser;
 - damage to or loss of the Products or any part of them in transit (where the Products are carried by the Supplier's own transport or by a carrier on behalf of the Supplier) unless the Purchaser notifies the Supplier of a claim within seven (7) days of delivery of the Products;
 - defects in the Products caused by fair wear and tear, abnormal or unsuitable conditions of storage or use or any act, neglect or default of the Purchaser or of any third party; or
 - other defects in the Products unless notified to the Supplier within seven (7) days of receipt of the Products by the Purchaser or if the defect would not have been apparent on reasonable inspection, within 12 months of receipt, except in circumstances where the Purchaser has processed the Products, delivered the Products to a third party or mixed all or part of the Products with products delivered by a third party or other products delivered by the Supplier.
- 10.2** If liability is accepted by the Supplier under clause 10.1 the Supplier's only obligation is at its option:
- to make good any shortage or non-delivery;
 - to replace or repair any Products found to be damaged or defective; or
 - to refund to the Purchaser the amount paid by the Purchaser for the Products the subject of a claim under clause 10.1.
- 10.3** The Supplier is not liable for any loss, damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work to the Products carried out without the Supplier's prior written approval. The Purchaser shall indemnify the Supplier against each loss, liability and cost arising out of such claims.
- 10.4** The Supplier's aggregate liability to the Purchaser under a Contract whether for tort (including negligence), breach of contract, breach of statutory duty, misrepresentation, restitution or otherwise for direct loss shall in no circumstances exceed the cost of the defective, damaged or undelivered Products which give rise to such liability as determined by the net price invoiced to the Purchaser in respect of any occurrence or series of occurrences.
- 10.5** All conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Products (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are excluded from the Contract to the fullest extent permitted by law.
- 10.6** Nothing in these General Conditions excludes or limits the Supplier's liability:
- for death or personal injury caused by the Supplier's negligence;
 - under Section 2(3) Consumer Protection Act 1987;
 - for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
 - for fraud or fraudulent misrepresentation.
- 10.7** The Supplier shall not in any circumstances be liable for any indirect, special or consequential liabilities, losses, charges, damages, costs and expenses suffered by the Purchaser howsoever caused and including, without limitation, pure economic loss, loss of anticipated profits, goodwill, revenue, reputation, anticipated savings, management time, business receipts or contracts or losses or expenses resulting from third party claims.
- 10.8** The Purchaser shall indemnify and hold the Supplier harmless against any and 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 reasonable costs and expenses) suffered or incurred by the Supplier arising out of or in connection with:
- the Purchaser's breach of negligent performance or non-performance of the Contract;
 - 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 manufacture, sale and/or delivery of the Private Label Products;
 - any claim made against the Supplier by a third party arising out of or in connection with the supply of the Products (including, without limitation, any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Products), to the extent that such a claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by, or is otherwise attributable to the acts or omissions of, the Purchaser, its employees, agents or subcontractors.
- 11. Termination**
- 11.1** On or at any time after the occurrence of any of the events in clause 11.2 the Supplier may:
- stop any Products in transit;
 - suspend further deliveries to the Purchaser;
 - exercise its rights under clause 9; and
 - terminate any Contract(s) with the Purchaser with immediate effect by written notice to the Purchaser.
- 11.2** The events are:
- the Purchaser being in breach of an obligation under a Contract with the Supplier;
 - the Purchaser passing a resolution for its winding up or a court of competent jurisdiction making an order for the Purchaser's winding up or dissolution;
 - the making of an administrative order in relation to the Purchaser or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the Purchaser; or
 - the Purchaser making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.
- 11.3** Upon termination of a Contract(s) pursuant to clause 6.2, 6.3, 11.1.4 or clause 12.1 any indebtedness of the Purchaser to the Supplier becomes immediately due and payable and the Supplier is relieved of any further obligation to supply Products to the Purchaser pursuant to that Contract.
- 11.4** Termination of a Contract(s), however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of a Contract shall continue in full force and effect.
- 12. Force Majeure**
- 12.1** In the event that the Supplier cannot properly perform its obligations in whole or in part, whether temporarily or permanently, as a result of circumstances which are beyond the Supplier's reasonable control including those circumstances mentioned in clause 12.2, the Supplier is entitled to (at its sole discretion) delay its performance of the contract or terminate the Contract(s) with the Purchaser, without any compensation being due by the Supplier.
- 12.2** Circumstances which are beyond the Supplier's reasonable control include (without limitation): governmental regulations or orders which prohibit or restrict the use of the delivered Products or the Products to be delivered; strike or lock-out; labour shortage, shortage of (raw materials or additives for) the Products in question to be delivered; transportation problems; limitations/prohibitions of import and/or export; non- or untimely performance by the Supplier's suppliers or transport undertaking; disruption in the production process of the Products; nature/nuclear disasters; war, danger of war, explosions, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, extreme adverse weather conditions and other circumstances which are beyond the Supplier's reasonable control.
- 12.3** The Supplier shall notify the Purchaser in writing forthwith of an event of force majeure (referred to in clauses 12.1 and 12.2) and to what extent the Supplier will be able to continue to deliver. The Supplier shall never be obliged to purchase additional products from third parties in case of short age of any of the Products. In case the Products available with the Supplier are not sufficient to deliver to all its customers, the Supplier is entitled to allocate the deliveries in such a way which seems appropriate to the Supplier.
- 13. Intellectual Property Rights**
- 13.1** The Purchaser hereby acknowledges that all Intellectual Property Rights in the Products, including but not limited to formulations, formula and recipes used in connection with or embodied in the Products (with the exception of the Private Label Products) including the marketing and sales thereof, as well as any of the Supplier's ideas for or input into the Private Label Products, are and shall remain the sole property of the Supplier, unless agreed otherwise by the parties.
- 13.2** The Purchaser shall not at any time use the Supplier's trade marks and/or trade names other than for the purpose of reselling the Branded Products in accordance with the Contract and under the conditions set forth by and in accordance with the instructions obtained from the Supplier, to which the Purchaser shall strictly adhere. The use of any other Intellectual Property Rights, including formulations, formula and/or recipes and ideas referred to in clause 13.1 is strictly prohibited, unless agreed otherwise in writing.
- 13.3** Unless agreed otherwise in writing and with the exception of Private Label Products, the Purchaser may not affix its own trade names or trade marks on the packaging of any of the Products.
- 13.4** The Purchaser may only offer, sell and deliver any Branded Products in the original, undamaged, unopened packaging on which no change or amendment has been made.



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- 13.5** In the event that the Purchaser does not observe the prohibitions set forth in clauses 13.2, 13.3 and/or 13.4 and/or does not meet the obligations set forth in clauses 13.1, 13.2 and/or 13.4, the Purchaser shall immediately, without any further action or formality being required, become liable to the Supplier for an immediately due and payable amount by way of liquidated damages equal to 1.5 times the annual value of sales of Products made by the Supplier to the Purchaser (based on the average net prices of Products invoiced to the Purchaser over the three years prior to the occurrence or series of occurrences), without the Supplier having to prove any losses or damages and without prejudice to the right of the Supplier to claim full compensation for damages and profit gains in addition, if there are grounds for doing so, and to demand an injunction or a court order to perform the obligations referred to in this clause 13. The parties confirm that the sum set out in this clause 13.5 represents a genuine pre-estimate of the Supplier's loss.
- 13.6** The Purchaser shall indemnify and hold harmless the Supplier for any claims, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses) suffered or incurred by the Supplier arising out of or in connection with any allegation that the Private Label Products infringe upon the Intellectual Property Rights of any third party and/or might constitute an act of unfair competition vis-à-vis such third party to the extent that such is the result of the Supplier using the Intellectual Property Rights, know-how or Specifications of the Purchaser.
- 13.7** The Purchaser shall immediately notify the Supplier of any third party claims relating to an alleged infringement of any Intellectual Property Rights, including alleged acts of unfair competition, as a result of the use of the Intellectual Property Rights referred to in clause 13.1. The Purchaser undertakes to supply the Supplier with all available evidence and to provide all reasonable assistance in the defence against such claims. However, the Supplier shall have the right to select the lead counsel in the litigation at its own expense. The Purchaser has the right to be represented by its own counsel in litigation at its own expense. Without the consent of the Supplier, no settlement may be agreed by the Purchaser with third parties concerning disputes in relation to Intellectual Property Rights related to the Branded Products, including the marketing and sales thereof.
- 13.8** Any liability of the Supplier to the Purchaser resulting from any situation referred to in clause 13.7 shall be limited to the replacement of the Branded Products concerned (or any part thereof) or the reimbursement of the purchase price for the Branded Products concerned, at the Supplier's absolute discretion.

14. Confidentiality

- 14.1** The Purchaser undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Supplier, including without limitation, the know-how and ideas referred to in clause 13.1, except as permitted by clause 14.2.
- 14.2** The Purchaser may disclose the Supplier's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Purchaser's obligations under the Contract. The Purchaser shall ensure that its employees, officers, representatives or advisers to whom it discloses the Supplier's confidential information comply with this clause 14; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 14.3** The Purchaser shall not use any of the Supplier's confidential information for any purpose other than to perform its obligations under the Contract.

15. General

- 15.1** - Governing Law and Jurisdiction
The Contract, 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, English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 15.2** - Severance
If any court or competent authority finds that any provision of these General Conditions (or part of any provision) is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these General Conditions which shall remain in full force and effect. The Supplier and the Purchaser agree to substitute any invalid or unenforceable provision with a valid and/or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.
- 15.3** - Assignment and subcontracting
- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
 - (b) The Purchaser may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 15.4** - Notices
- (a) Any notice or other communication given to a party under or in connection with the 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, sent by pre-paid first class post, recorded delivery, 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 the clause 11.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00am 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.
- 15.5** - Waiver
A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 15.6** - Third party rights.
A person who is not a party to the Contract shall not have any rights under or in connection with it.