

1. Basis of contract

- 1.1 Your order constitutes an offer by you to purchase certain goods and/or services (**Goods and Services**) in accordance with these terms and conditions and the terms set out in our agreed Sales Order Confirmation (**SOC**).
- 1.2 Your order shall only be deemed to be accepted when we issue the SOC and you sign it or otherwise indicate your agreement to its terms, at which point and on which date a contract shall come into existence between us in accordance with the terms set out in the SOC and these terms and conditions (**Contract**).
- 1.3 Any samples, drawings, descriptive matter or advertising issued by us and any descriptions of the Goods contained in any catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 1.4 The SOC and these terms and conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.5 Any quotation given by us shall not constitute an offer, and is only valid for a period of 30 days from its date of issue. We may withdraw a quotation at any time.
- 1.6 All of these terms and conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2. Delivery and commissioning of Goods

- 2.1 We shall deliver the Goods to the location specified in the SOC. The estimated date of delivery is set out within the SOC. The dates of delivery and of commissioning will be confirmed to you by us in writing.
- 2.2 Any dates quoted for delivery and commissioning of the Goods are approximate only, and late delivery will not entitle you to terminate the Contract. We shall not be liable for any delay in delivery of the Goods that is caused by an event beyond our reasonable control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 2.3 If we fail to deliver the Goods, our liability shall be limited to refunding to you the price paid by you to us for such Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an event beyond our reasonable control or your failure to provide us with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 2.4 If you fail to accept delivery of the Goods on the delivery date notified to you or we are unable to deliver the Goods on such date as a result of your default (**Agreed Delivery Date**) then:
- (a) delivery of the Goods shall be deemed to have been completed at 5pm on the Agreed Delivery Date; and
 - (b) we shall store the Goods until actual delivery takes place, and charge you for all related costs and expenses of storage, insurance and redelivery.
- 2.5 If 14 days after the Agreed Delivery Date you have not accepted delivery of the Goods, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.
- 2.6 We 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 you to cancel any other instalment.
- 2.7 We shall arrange for the Goods to be commissioned as soon as reasonably practicable following successful delivery and installation. Following successful commissioning you shall confirm your acceptance of the Goods (using our acceptance procedures in place from time to time). If you unreasonably withhold your acceptance but we nevertheless reasonably demonstrate that the Goods have been successfully commissioned, then any amount of the price retained by you in accordance with the terms of the SOC shall be immediately due and payable.
- 2.8 Unless stated otherwise in the SOC, we shall not be required to carry out tests on the Goods other than our standard tests in use from time to time. Any additional tests required by you shall be chargeable at rates to be confirmed by us. If you require us to carry out tests using specific components or materials then such components or materials must be determined by us (acting reasonably) to be appropriate and in satisfactory condition. We shall not be liable for any delays arising from your failure to comply with this clause.
- 2.9 The Goods, together with any options and accessories delivered under the original specification shall carry the CE Mark, which certifies that the Goods comply with the relevant safety requirements of the Supply of Machinery (Safety) Regulations 2008.
- 2.10 The Goods shall also comply with the Health & Safety at Work Act 1974 and the Control of Substances Hazardous to Health Regulations 2002.
- 2.11 We reserve the right to make changes to the specification of the Goods necessary to conform to applicable health and safety and other statutory or regulatory requirements applicable to the Goods.

3. Warranty

- 3.1 We warrant that on delivery, and for the warranty period set out in the SOC (**Warranty Period**), the Goods shall:
- (a) conform in all material respects with any specification agreed between us in writing (including in the SOC);
 - (b) be fit for any purposes described within the SOC; and
 - (c) be free from material defects in design, material and workmanship.
- 3.2 Subject to clause 3.3, we shall, at our option, repair or replace any defective Goods that are subject to the warranty at clause 3.1, or refund the price of the Goods in full if:
- (a) you give notice in writing during the Warranty Period within 7 days of your discovery that some or all of the Goods do not comply with the warranty set out in clause 3.1;
 - (b) we are given a reasonable opportunity of examining such Goods; and
 - (c) (if requested by us) you return the Goods to our place of business at our cost (or at your cost where we determine that you have failed to comply with this clause 3.2 or where the exclusions at clause 3.3 apply).
- 3.3 We shall not be liable for the Goods' failure to comply with the warranty in clause 3.1 if:
- (a) you make any further use of such Goods after giving a notice in accordance with clause 3.2;

- (b) the defect arises because you failed to follow our 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 because you failed to program, operate or maintain the Goods in a proper and workmanlike manner or in a manner to be expected of a skilled and trained operator;
- (d) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (e) the defect or any damage arises as a result of your use with the Goods of parts, components or items supplied or sourced by you (including tooling, workholding, chucks, wiring, hoses and connectors);
- (f) the defect or any damage arises as a result of you failing to ensure the provision of adequate foundations and/or services;
- (g) you alter or repair such Goods without our prior written consent;
- (h) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions; or
- (i) the Goods differ from the agreed specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

- 3.4 If we attend your site to inspect the Goods and determine that any defect in or damage to the Goods, or any failure to operate as expected, is caused by any of the matters referred to at clause 3.3 then you shall pay for the costs of our visit at our engineer call-out rates in force from time to time.
- 3.5 If we replace any Goods or parts then the original Goods or parts shall become our property and you shall deliver them back to us (or if you fail to do so we may collect them from your premises).
- 3.6 Except as provided in this clause 3, we shall have no liability to you whatsoever in respect of the Goods' failure to comply with the warranty set out in clause 3.1.
- 3.7 The warranty in clause 3.1 is personal to you and is not transferable.
- 3.8 This clause 3 shall apply to any repaired or replacement Goods supplied by us.

4. Title and risk

- 4.1 The risk in the Goods shall pass to you on completion of delivery unless stated otherwise within the SOC.
- 4.2 Title to the Goods shall not pass to you until we receive payment in full (in cleared funds) for the Goods unless stated otherwise within the SOC.
- 4.3 Until title to the Goods has passed to you, you shall:
- (a) ensure they remain readily identifiable as our property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery;
 - (d) notify us immediately if you become subject to any of the events listed in clause 11.1(b) to clause 11.1(d); and
 - (e) give us such information relating to the Goods as we may require from time to time.
- 4.4 Subject to clause 4.5, you may use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods.
- 4.5 If before title to the Goods passes to you, you become subject to any of the events listed in clause 11.1(b) to clause 11.1(d), then, without limiting any other right or remedy we may have:
- (a) your right to use the Goods in the ordinary course of your business ceases immediately; and
 - (b) we may at any time:
 - (i) require you to deliver up all Goods in your possession; and
 - (ii) if you fail to do so promptly, enter any of your premises or the premises of any third party where the Goods are stored in order to recover them.

5. Supply of Services

- 5.1 We shall supply the Services to you in accordance with the SOC in all material respects.
- 5.2 We shall use our reasonable endeavours to meet any performance dates agreed in writing for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 5.3 We reserve the right to amend the specification of any Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify you in any such event.
- 5.4 We warrant to you that the Services will be provided using reasonable care and skill. Your sole remedy for a breach of the warranty in this clause shall be the re-performance by us of the relevant Services (provided you notify us of any breach within 30 days of performance of the relevant Services).
- 5.5 We shall not be required to provide any training Services until you have paid the price for the Goods and Services in full (including any amount retained by you under the terms of the SOC).

6. Customer's obligations

- 6.1 You shall:
- (a) comply with all of your obligations set out within the SOC;
 - (b) ensure that the terms of the SOC and any other information you provide to us in relation to either the Goods or Services are complete and accurate;
 - (c) offer reasonable co-operation with us in all matters relating to the Services;
 - (d) provide us, our employees, agents, consultants and subcontractors, with access to your premises and other facilities as reasonably required by us to deliver our obligations under the Contract;
 - (e) provide us with such information as we may reasonably require in order to deliver our obligations under the Contract, and ensure that such information is complete and accurate in all material respects; and
 - (f) comply with all applicable laws, including health and safety laws.
- 6.2 If the performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or your failure to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of our obligations until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays our performance of any of our obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 6.2; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default (including storage, insurance, delivery and other machine moving costs).

7. Charges and payment

- 7.1 The price for the Goods and Services shall be the price set out in the SOC. Unless stated otherwise, all prices are inclusive of delivery of Goods to the location identified in the SOC. Delivery to any other location may incur additional charges, which we shall be entitled to invoice to you separately.
- 7.2 We reserve the right to increase the price of the Goods and Services, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Goods and Services to us that is due to:
- (a) any factor beyond our reasonable control (including foreign exchange fluctuations and increases in taxes and duties);
 - (b) any request by you to change the delivery date(s), quantities or types of Goods ordered, or the specification of any Goods or Services; or
 - (c) any delay caused by any of your instructions in respect of the Goods or Services or your failure to give us adequate or accurate information or instructions in respect of the Goods or Services.
- 7.3 We shall be entitled to invoice you at any time after receipt of your order for Goods and/or Services.
- 7.4 You shall pay each invoice submitted by us:
- (a) within the timescales indicated within the SOC; and
 - (b) in full and in cleared funds to a bank account nominated in writing by us.
- 7.5 All amounts payable by you 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 us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 7.6 If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 11 (Termination), you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.7 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).
- 8. Turnkey Services**
- 8.1 This clause 8 applies only where the SOC indicates that turnkey Services are to be provided under the Contract.
- 8.2 We shall use all reasonable endeavours to provide a cutting strategy, CNC program files and any necessary workholding to allow you to manufacture the components indicated within the SOC to the drawing tolerances and inspection criteria agreed between us in writing.
- 8.3 You shall provide (at your cost) all such raw materials, machine coolant, fluids and oils, current cutting data, existing part programs and methods to us as we reasonably require in order for us to develop and test the relevant cutting strategy and for us to complete the acceptance tests referred to at clause 8.5 below. We shall use our skills and experience to minimise spoilage of raw materials but shall have no liability for any spoilage that occurs during the provision of the turnkey Services.
- 8.4 You shall ensure that any CAD models, drawings and/or samples provided to us in respect of the relevant components are a wholly accurate representation of the components to be manufactured or that any discrepancies are clearly identified within the SOC. You shall reimburse us any additional costs we incur (including additional labour costs and any costs for re-manufacturing any relevant workholding) as a result of your failure to comply with this clause.
- 8.5 You shall attend acceptance testing of the component manufacture at our premises and (following installation and commissioning of the relevant Goods) re-testing at your premises. Such testing shall be in accordance with the criteria set out within the SOC and shall demonstrate successful and stable manufacture of the relevant components together with the successful operation of any additional functions described in the SOC. You shall arrange that suitably authorised engineers are present at such tests in order to approve the turnkey Services. You shall not unreasonably withhold any such approval. If you unreasonably withhold your approval but we nevertheless reasonably demonstrate that the turnkey Services have been successfully delivered, then any amount of the price retained by you in accordance with the terms of the SOC shall be immediately due and payable.
- 8.6 Where necessary for the acceptance tests set out within the SOC you shall at our request supply adequate calibrated inspection and gauging equipment to complete such tests. Where any tests are carried out away from our premises you shall provide us with copies of all test results.
- 8.7 Where you provide your own rotary tables for use with the Goods, we shall use our reasonable endeavours to interface with them but cannot guarantee that any such interface will be successful. If, despite using our reasonable endeavours, we are unable to interface with your rotary tables then we will recommend alternative rotary tables with which we can guarantee an interface. If you fail to obtain such recommended rotary tables we will have no further liability to you in respect of the failure to interface.
- 8.8 All intellectual property rights (of any nature and subsisting anywhere in the world) in or arising out of or in connection with the output of any programming Services shall be owned by us. We grant to you a non-exclusive, perpetual, irrevocable licence to use, adapt or amend the cutting strategies, program files and/or post-processed data files produced by us pursuant to the programming Services as you see fit. You may freely assign or sub-license your rights under this licence.
- 8.9 Unless stated otherwise within the SOC, you acknowledge that we do not guarantee any particular manufacturing costs or manufacturing cycle times and you agree that any manufacturing costs or manufacturing cycle times provided by us are indicative only.

- 9. Confidentiality**
- 9.1 Each party 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 other party, except as permitted by clause 9.2.
- 9.2 Each party may disclose the other party's confidential information:
- to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.2; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 10. Limitation of liability:**
- 10.1 We have obtained insurance cover in respect of our own legal liability for public liability and product liability claims not exceeding £1,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- 10.2 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; and
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.4 Subject to clause 10.3, our total liability to you under the Contract shall not exceed the lower of £1,000,000 and the price payable for the Goods and/or Services under the SOC.
- 10.5 We shall have no liability to you whatsoever for any loss of profit, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill or any form of indirect or consequential loss.
- 10.6 You shall procure that Goods supplied by us shall only be used in conjunction with comprehensive monitoring, measuring, checking and inspection procedures under which all items produced using such Goods are fully tested for compliance with any specification before being processed, used or delivered and that upon any deviation being shown by any such tests all proper remedial action is taken forthwith. Any liability which could reasonably be avoided but for a breach of this clause is hereby excluded.
- 10.7 We shall have no liability to you whatsoever for any death, personal injury or damage to property to the extent that such liability arises from your modification or incorrect operation of any of the Goods.
- 10.8 We have given commitments as to compliance of the Goods and Services with relevant specifications in clause 3 and clause 5. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.9 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 10.10 This clause 10 shall survive termination of the Contract.
- 11. Termination**
- 11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - the other party takes 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), 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2 Without affecting any other right or remedy available to it, we may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between you and us if you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in clause 11.1(b) to clause 11.1(d), or we reasonably believe that you are about to become subject to any of them.
- 12. Consequences of termination**
- 12.1 On termination of the Contract you shall return any Goods which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 12.2 Any deposits or other amounts paid by you to us prior to termination shall be non-refundable.
- 12.3 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of you or us 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.
- 12.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
- 13. Force majeure**
- 13.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14. Part exchange**
- 14.1 This clause 14 applies where the SOC states that a proportion of the price of the Goods may be discharged by you transferring to us by way of part exchange your existing used equipment (**Part Exchange Equipment**) in which you have an interest either as owner or as hirer and bailee on hire-purchase.
- 14.2 If the SOC indicates that the Part Exchange Equipment is owned by you then it is a condition of the Contract that the Part Exchange Equipment is your absolute property, that you have full legal, equitable and possessory title to it and full liberty both at law and in equity to dispose of it to us, without charge or encumbrance and free from the subtraction of any proprietary or possessory interest, and that we will receive unencumbered and unqualified ownership of the Part Exchange Equipment on its delivery to us and we will enjoy quiet and uninterrupted possession of the Part Exchange Equipment thereafter.
- 14.3 If the SOC indicates that the Part Exchange Equipment is subject to a hire-purchase agreement then it is a condition of the Contract that the Part Exchange Equipment is the subject of a hire-purchase agreement or other encumbrance capable of cash settlement by us, in which case the allowance for the Part Exchange Equipment (as stated within the SOC) shall be reduced by the amount required to be paid by us in settlement of the hire-purchase agreement, and you warrant, represent and undertake that following the discharge by us of the hire-purchase debt, we will get unencumbered and unqualified ownership of the Part Exchange Equipment on its delivery to us, and we will enjoy quiet and uninterrupted possession of the Part Exchange Equipment thereafter.
- 14.4 If we have examined the Part Exchange Equipment before confirmation and acceptance of your order, the condition in which the Part Exchange Equipment shall be delivered to us pursuant to the SOC shall correspond in every material respect (fair wear and tear excepted) with the condition of the Part Exchange Equipment on the date of such examination.
- 14.5 We shall be under no obligation to accept any Part Exchange Equipment that:
- does not conform to any given specification for such equipment;
 - is not capable of removal from your site except with equipment necessitating further expense on our part;
 - has not had all fluids removed from it by you or on your behalf;
 - has not been disconnected from the power source at your site; or
 - is not accompanied by a full specification and user manual.
- 14.6 The Part Exchange Equipment shall be delivered or made available to us on or before the delivery to you of the Goods that are to be supplied by us to you under the SOC. Title in the Part Exchange Equipment shall pass to us absolutely once those Goods are delivered to you.
- 14.7 Without prejudice to 14.6, the Part Exchange Equipment shall be delivered to us within 14 days of notification to you that the Goods to be supplied by us under the SOC are awaiting delivery.
- 15. General**
- 15.1 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract. You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent.
- 15.2 Any notice given to a party under or in connection with 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 at its registered office (if a company) or its principal place of business (in any other case). Any notice delivered by hand shall be deemed delivered on signature of a delivery receipt. Any notice delivered by post shall be deemed delivered at 9.00 am on the second working day after posting or at the time recorded by the delivery service.
- 15.3 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 15.3 shall not affect the validity and enforceability of the rest of the Contract.
- 15.4 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 right or remedy. 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.
- 15.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, 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.
- 15.6 The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter. 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 or negligent misrepresentation based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.7 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.8 Except as set out in these terms and conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by us.
- 15.9 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.
- 15.10 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.
- 15.11 The following rules of interpretation apply in these terms and conditions: