

Terms & Conditions of Sale

1. DEFINITIONS

“The Vendor” refers to Sport and Fitness Flooring Ltd “The Client” refers to “CLIENT NAMED on Quotation”. “The Development” refers to the fit out scheme, installation project or consultancy project and will have a quotation number beginning with “QU-“ or an Invoice number beginning with “IN-“.

“Business Day” a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business. “Goods Specification” any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

“Intellectual Property Rights” all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or getup, rights in goodwill or to sue for passing off, unfair competition rights, 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, 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” the Client's order for the supply of Goods and/or Services, as set out in the Client's purchase order form or the Customer's written acceptance of the Vendor's quotation as the case may be.

“Services” the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification “Service Specification” the description or specification for the Services provided in writing by the Supplier to the Customer.

2. BASIS OF CONTRACT

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

2.2. The Order shall only be deemed to be accepted when the Vendor issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3. This Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Vendor which is not set out in the Contract.

2.4. Any samples, drawings, descriptive matter or advertising issued by the Vendor and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Vendor'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.

2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6. All prices shown on the Vendor's price list or any quotation given by the Vendor shall not constitute an offer and shall be valid only for the period stated or if no period is stated, is only valid for a period of 14 days from its date of issue, unless otherwise stated on quotation or Invoice. After expiration of the acceptance date the quotation must be reconfirmed in writing by the Vendor.

2.7. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified. No other terms or conditions (including any written

on or attached to any purchase order form, document or correspondence) shall be included or implied unless previously agreed upon in writing and signed by an authorised office of the Vendor. No purported variation of the terms will be effective unless confirmed in writing by the Vendor and in no event will any client's standard terms and conditions of business apply. No liability shall attach to the Vendor, its agents or employees in respect of any representations or statements made, whether before or after agreement is reached.

2.8. In the event of any conflict or inconsistency between terms and conditions, these terms and conditions prevail, unless otherwise agreed by the Vendor in writing.

3. PRICE

3.1. Goods and Services are invoiced in accordance with the price and payment terms stated in the written acceptance of the Order. 3.2. Prices include all costs, expenses and disbursements incurred by the Vendor required to fulfil the performance of services. 3.3. Prices are exclusive of VAT and are chargeable at the current rate.

4. PAYMENT

4.1. A deposit of 50% is required at the time of order. 4.2. Full payment is due on delivery and installation of any goods unless otherwise agreed in writing by the Vendor before the date of dispatch of the invoice. 4.3. The Client shall pay each invoice submitted by the Vendor:

(a) within 14 days of the date of the invoice; and (b) in full and in cleared funds to a bank account nominated in writing by the Vendor, and time for payment shall be of the essence of the Contract.

4.4 In the event of default in payment by the due date the Vendor reserves the right at any time to impose a late payment charge of 2% above the bank base rate ruling at the time, on monies overdue. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount and to suspend or terminate the contract in respect of any outstanding services. The Client shall pay all amounts due under the Contract in full without any set-off,

counterclaim, deduction or withholding except as required by law. The Vendor may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Vendor to the Client.

5. GOODS

5.1. The Goods are described in the Vendor's literature as modified by any applicable Goods Specification or the Goods Specification where applicable.

5.2. To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Client, the Client shall indemnify the Vendor 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 Vendor in connection with any claim made against the Vendor for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Vendor's use of the Goods Specification. This clause shall survive termination of the Contract.

5.3. The Vendor reserves the right to amend the specification of the Goods or Goods Specification if required by any applicable statutory or regulatory requirements.

6. DELIVERY

6.1. Time of delivery shall not be the essence of any contract and any time or date given for delivery is given as an estimate only and the Vendor shall not be liable to make good any damage or loss whatsoever and howsoever arising directly or indirectly from delay in delivery. Two weeks' notice must be given to the Vendor of any change likely to affect delivery for the change

to be implemented. Notwithstanding the foregoing, the Vendor shall make every reasonable effort to deliver the Goods by the agreed delivery date.

6.2. If the Vendor fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Vendor 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 Client's failure to provide the Vendor with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

6.3. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Client and Vendor reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

6.4. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

6.5. The Vendor shall arrange the carriage of the goods to the Client unless otherwise specified between the Vendor and the Client in writing.

6.6. The Vendor 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 Client to cancel any other instalment.

6.7. If the Client fails to accept or take delivery of the Goods within 5 Business Days of the Vendor notifying the Client that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Vendor's failure to comply with its obligations under the Contract in respect of the Goods:

6.7.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the 6th Business Day following the day on which the Vendor notified the Client that the Goods were ready; and

6.7.2. the Vendor shall store the Goods until delivery takes place, and charge the Client for all related costs and expenses (including insurance).

6.8. If within 28 days from the date notified by the Client for delivery and/or installation or after the Vendor notified the Client that the Goods were ready for delivery, the Client has not taken or accepted delivery and/or installation of them, the Vendor may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Client for any excess over the price of the Goods or charge the Client for any shortfall below the price of the Goods.

7. CLAIMS

7.1. Claims for any loss or damage to the Goods in transit shall be made by the Client in writing directly to the Vendor within 3 days of receipt of the Goods. 7.2. Any claim by the Client that the Goods do not conform to contract must be made in writing within 3 days of delivery. The equipment concerned shall not be subject to any process or disposed of until the Vendor has had an opportunity to make an inspection and/or test the Goods.

8. TRANSFER OF TITLE

8.1. The risk in the Goods shall pass to the Client on completion of delivery and install.

8.2. Although the Client may acquire possession of the goods, ownership and title shall not pass to the Client until the Client has paid all debts in full to the Vendor has received payment in full (in cash or cleared funds) for:

8.2.1. the Goods; and

8.2.2. any other Goods that the Vendor has supplied to the Client in respect of which payment has become due.

8.2.3. In the event of any breach of this clause the Vendor must be permitted to enter the premises where the Goods are stored and permit removal of the Goods into the Vendor's possession.

8.3. Until title to the Goods has passed to the Client, the Client shall:

8.3.1. hold the Goods on a fiduciary basis as the Vendor's bailee;

8.3.2. store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Vendor's property;

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

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

8.3.5. notify the Vendor immediately if it becomes subject to any of the events listed in clause 13.13.2.13.2.2

8.3.6. give the Vendor such information relating to the Goods as the Vendor may require from time to time, otherwise the Client may resell or use the Goods in the ordinary course of its business.

8.4. If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in clause 13.2, or the Vendor reasonably believes that any such event is about to happen and notifies the Client accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Vendor may have, the Vendor may at any time require the Client to deliver up the Goods and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

9. SUPPLY OF SERVICES

9.1. The Vendor shall provide the Services to the Client in accordance with the Service Specification in all material respects.

9.2. The Vendor shall use all reasonable endeavours to meet any performance dates for the Services requested by the Client, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

9.3. The Vendor 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 Vendor shall notify the Client in any such event.

9.4. The Vendor warrants to the Client that the Services will be provided using reasonable care and skill.

10. WARRANTY AND EXCLUSIONS

10.1 The Vendor warrants that on delivery, and for a period of 1 years from the date of delivery (warranty period), the Goods shall:

10.1.1. conform in all material respects with their description;

10.1.2. be free from material defects in design, material and workmanship;

10.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

10.1.4. be fit for any purpose held out by the Vendor.

10.2. Subject to clause 10.3, if:

10.2.1. the Client 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 10.1;

10.2.2. the Vendor is given a reasonable opportunity of examining such Goods; and

10.2.3. the Client (if asked to do so by the Vendor) returns such Goods to the Vendor's place of business at the Vendor's cost, the Vendor shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

10.3. The Vendor shall not be liable for the Goods' failure to comply with the warranty in clause 10.1 if:

10.3.1. the Client makes any further use of such Goods after giving a notice in accordance with clause 10.2;

10.3.2. the defect arises because the Client failed to follow the Vendor'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;

10.3.3. the defect arises as a result of the Vendor following any drawing, design or specification supplied by the Client;

10.3.4. the Client alters or repairs such Goods without the written consent of the Vendor;

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

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

10.3.7. Any goods that have been repaired or installed by a technician that is not approved by the Vendor. 10.3.8. Goods that have not been maintained periodically as outlined in the operations manual at the intervals specified. 10.3.9.

Modifications or alterations that have been carried out which have neither been provided for nor authorised by the Vendor or which have been carried out without complying with the technical instructions specified by the Vendor. 10.3.10. Equipment that has been vandalised, abused, including overloading, or cases where the user has not complied with the instructions given in the operations manual. 10.3.11. Routine maintenance, periodic checks and adjustments 10.3.12. The replacement of parts (including consumable items) subject to wear and tear taking into account usage of the equipment 10.3.13. Damage by natural elements (e.g. floods) or resulting from accidents 10.3.14. Any financial loss as a result of the goods being unusable.

10.4. Except as provided in this clause 10, the Vendor shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 10.1.

10.5. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Vendor under clause 10.2.

10.6. Repairs carried out under this warranty do not extend the period of its validity.

11. CLIENT'S OBLIGATIONS

11.1. The Client shall:

11.1.1. ensure that the terms of the Order and (if submitted by the Client) the Goods' specification are complete and accurate;

11.1.2. co-operate with the Vendor in all matters relating to the Services;

11.1.3. provide the Vendor, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Vendor to provide the Services;

11.1.4. provide the Vendor with such information and materials as the Vendor may reasonably require to supply the Goods and/or Services, and ensure that such information is accurate in all material respects;

11.1.5. prepare the Client's premises for the supply of the Goods and/or Services;

11.1.6. 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;

11.1.7. keep and maintain all materials, equipment, documents and other property of the Vendor at the Client's premises in safe custody at its own risk, in good condition until returned to the Vendor, and not dispose of or use them other than in accordance with the Vendor's written instructions or authorisation; and

11.2. Any products advised by the Vendor to be used by the Client shall comply with all British and European Standards and Legislation ("the relevant legislation). The Vendor will work with the Client to advise that the premises meets relevant legislation however it is ultimately the responsibility of the Client to ensure that this is met in reality.

11.3. If the Vendor provides a design layout for the gym they shall in doing so have regard to the provisions of the relevant legislation and other safety considerations in preparing the design layout and positioning within the premises, but cannot accept any responsibility for any financial or other loss or damage suffered by the Client, however arising, insofar as such loss or damage is caused by otherwise attributable to any failure to comply with our designs or recommendations.

11.4. In requesting the Vendor to provide such a design the Client recognises the need to comply with all relevant legislation with regard to the positioning of the products for those who may be unfamiliar with the terms of the relevant legislation and the Client undertakes to indemnify the Vendor against all and any liability the Vendor may incur or suffer actual or threatened by virtue of any failure on the part of the Client to comply with the Vendor's recommendations or for deviating from the Vendor's design(s) or by otherwise failing to comply with the relevant legislation insofar as it relates to the positioning of the products within the premises in which they are to be used but only to the extent that the installation and positioning of the products is at variance with the Vendor's design or other recommendations.

11.5. If the Vendor's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

11.5.1. the Vendor shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Vendor's performance of any of its obligations;

11.5.2. the Vendor shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Vendor's failure or delay to perform any of its obligations as set out in this clause; and

11.5.3. the Client shall reimburse the Vendor on written demand for any costs or losses sustained or incurred by the Vendor arising directly or indirectly from the Client Default.

12. LIMITATION OF LIABILITY: THE CLIENT 'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1. Nothing in these Conditions shall limit or exclude the Vendor's liability for:

12.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2. fraud or fraudulent misrepresentation;

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

12.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

12.1.5. defective products under the Consumer Protection Act 1987.

12.2. 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.

12.3. Subject to clause 12.1:

12.3.1. the Vendor shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

12.3.2. the Vendor's total liability to the Client 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 £10,000.

12.4. This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1. Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than 3 months' written notice.

13.2. 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:

13.2.1. 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;

13.2.2. 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 or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

13.2.3. 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 other than (where a

company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

13.2.4. 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;

13.2.5. the other party (being an individual) is the subject of a bankruptcy petition or order;

13.2.6. 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;

13.2.7. 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);

13.2.8. 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;

13.2.9. 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;

13.2.10. 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 this clause 13.2;

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

13.2.12. the other party's financial position deteriorates to such an extent that in the Vendor's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

13.3. Without limiting its other rights or remedies, the Vendor may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.

13.4. Without limiting its other rights or remedies, the Vendor may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Client and the Vendor if the Client fails to pay any amount due under this Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 13.2, or the Vendor reasonably believes that the Client is about to become subject to any of them.

14. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

14.1. the Client shall immediately pay to the Vendor all of the Vendor's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Vendor shall submit an invoice, which shall be payable by the Client immediately on receipt;

14.2. the Client shall return all of the Vendor's Goods and/or service materials which have not been fully paid for. If the Client fails to do so, then the Vendor may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

14.3. 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

14.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. INTELLECTUAL PROPERTY RIGHTS

15.1. All Intellectual Property Rights including moral rights in or arising out of or in connection with the Goods and/or Services shall be owned by the Vendor.

15.2. The Client acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Client's use of any such Intellectual Property Rights is conditional on the Vendor obtaining a written licence from the relevant licensor on such terms as will entitle the Vendor to license such rights to the Client.

15.3. All materials, equipment, documents and other property of the Vendor are the exclusive property of the Vendor.

16. FORCE MAJEURE

16.1. The Vendor shall not be liable for any failure or delay in performance of its obligations under any contract due to any force majeure event such as, 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, military operations, terrorist action, riot, civil commotion, malicious damage, explosion, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or weather of exceptional severity, lightning damage, default of suppliers or subcontractors, delay in transport, shortage of fuel, embargo or demand of any government department or local authority, the act or omission of any party for whom the Vendor is not responsible or any other cause whatsoever beyond the Vendor's reasonable control. If any such delay occurs then (unless the cause frustrates or renders impossible or illegal the performance of the contract, or otherwise discharges it) the period for the Vendor to perform its obligations shall be extended by such period as the Vendor may reasonably require to complete the performance of its obligations.

16.2. The Vendor shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

16.3. If the Force Majeure Event prevents the Vendor from providing any of the Services and/or Goods for more than 2 weeks, the Vendor shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

17 ASSIGNMENT AND OTHER DEALINGS

17.1 The Vendor 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.

17.2 The Client shall not, without the prior written consent of the Vendor, 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.

18 NOTICES

18.1.1 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, e-mail.

18.1.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address in accordance with 18.1.1 above; if sent by pre-paid first class post or other next working day delivery service, at 10.00 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 e-mail, one Business Day after transmission.

18.1.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19 SEVERANCE

19.1.1 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.

19.1.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it

is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20 WAIVER

20.1 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 other or 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.

21 NO PARTNERSHIP OR AGENCY

21.1 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.

22 THIRD PARTIES

22.1 A person who is not a party to the Contract shall not have any rights to enforce its terms

23 VARIATION

23.1 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 Vendor.

24 GOVERNING LAW

24.1 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.

25 JURISDICTION

25.1 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).