



TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. The 'Supplier' means Fairview Europe Limited, trading as Valcan, its agents and assigns.
- 1.2. The 'Purchaser' means the individuals, firm or company purchasing goods from or otherwise dealing with the Supplier.
- 1.3. The 'Goods' means any and all items supplied by the Supplier to the Purchaser.
- 1.4. The 'commencement date' has the meaning given to it in clause 2.3.
- 1.5. The 'contract' means the contract between the Supplier and the Purchaser for the sale and purchase of the Goods in accordance with these terms.
- 1.6. A 'force majeure event' means any circumstance not within a party's reasonable control.
- 1.7. The 'order acknowledgement' means the order for the Goods placed by the Purchaser and detailed in the Supplier's order acknowledgement form.
- 1.8. A 'working day' means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.9. 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.
- 1.10. 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.
- 1.11. A reference to writing or written includes emails.

2. APPLICATION OF TERMS

- 2.1. These terms 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 Purchaser waives any right it may have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that are inconsistent with these terms.
- 2.2. Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions of the Goods or illustration or descriptions of the Goods set out in the Supplier's catalogue or elsewhere, are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the contract nor have any contractual force.
- 2.3. All orders hereafter made by the Purchaser shall be deemed to be made subject to these terms but in the event of any conflict between these terms and the order acknowledgement, these terms shall take priority. The order acknowledgement shall be deemed to be accepted once a signed copy of it has been received by the Supplier and any signed samples required having been received by the supplier, at which point the contract shall come into existence (the 'commencement date').
- 2.4. No modification of these terms shall be effective unless specifically accepted in writing and signed by one of the directors of the Supplier.

3. REPRESENTATIONS

- 3.1. This contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 3.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

4. THE GOODS

- 4.1. The Supplier reserves the right to amend the description of the Goods as set out in the order acknowledgement if required by any applicable statutory or regulatory requirements.
- 4.2. Changes may occur to sizes and specifications of the Goods and in this event the Supplier may provide an approximate equivalent. The Supplier may, at its option, supply sheet sizes which are larger than those ordered at no additional cost to the Purchaser. The Supplier shall have no liability to the Purchaser for the cost of sheet cutting.
- 4.3. The Purchaser is responsible for ensuring that the order acknowledgement is complete and accurate. The Purchaser shall give the Supplier all necessary information relating to the Goods that the Supplier reasonably requires in order to fulfil the requested delivery of the Goods as stated in the order acknowledgement.
- 4.4. It is the sole responsibility of the Purchaser and installer to ensure that all Goods supplied in accordance with the order acknowledgement meet all specifications and the quantity of Goods required for the specific project. Any testing should be carried out directly by the Purchaser and installer unless they are fully satisfied, upon checking, with what the Supplier has already achieved. Any technical information given by the Supplier is a guide only and should be verified by a third party.
- 4.5. Specified materials must be checked and approved by a qualified designer, structural engineer or building control.
- 4.6. The colour of the Goods delivered may vary slightly from the sample provided. Signed samples should be returned by recorded delivery within 7 days. Any colour matching should be performed against the Goods as delivered and not against the sample. The Supplier accepts no responsibility for any loss incurred due to any variance in colour from the sample and cannot guarantee colour uniformity of any Goods unless ordered and delivered at the same time from panels manufactured in the same batch.
- 4.7. The Supplier reserves the right to deliver and invoice, up to and including, 10% more of the quantity of the Goods stated in the order acknowledgement or 10 sheets, whichever is greater, to allow for production tolerances.
- 4.8. The Supplier reserves the right to deliver and invoice, up to and including, 10% less of the quantity of the Goods stated in the order acknowledgement or 10 sheets, whichever is greater, to allow for production tolerances.
- 4.9. The Thickness of the material may vary by up to and including 12.5% more of the thickness stated in the order acknowledgement
- 4.10. The Thickness of the material may vary by up to and including 12.5% less of the thickness stated in the order acknowledgement

5. REFUSAL OF ORDERS

- 5.1. The Purchaser must buy a minimum of 10 sheets of each colour, length and width to order a particular type of Goods in each order acknowledgement (for example, ten sheets of 3,200 mm (length) by 1,250 mm (width) of a single brand in metallic silver). This minimum order quantity requirement also applies to supplementary orders if the Purchaser has not purchased a sufficient quantity of a particular type of Goods to meet the Purchaser's needs. This applies to Goods held in stock only. For non-stocked items, minimum order quantities apply and are available on request
- 5.2. The Supplier reserves the right to accept or refuse any order given on the basis of its quotations or otherwise and in the event of the refusal of any order the Supplier shall not be liable for any loss or damage arising therefrom or in connection therewith or in relation thereto

6. DELIVERY

- 6.1. Delivery shall occur on the Goods being delivered to the site in England, Scotland or Wales, designated by the Purchaser in the order acknowledgement.
- 6.2. Single instalment orders over £5,000 (excluding VAT) in England and Wales shall be delivered free of charge. Single instalment orders over £15,000 (excluding VAT) in Scotland shall be delivered free of charge. Where an order is despatched in more than one instalment only the first instalment shall be delivered free of charge and additional charges shall apply for each subsequent delivery. This only applies where the goods are being delivered to the United Kingdom Mainland. Alternate delivery options available on request.
- 6.3. Unless otherwise stipulated all Goods for delivery will be despatched by the delivery method of the Supplier's choice. Where the Purchaser requires a different means of delivery, any extra cost must be paid by the Purchaser. Rigid vehicles, onboard cranes and onboard forklifts are considered specialist transport and will be charged in addition if not listed on the order acknowledgement. Airfreight costs shall be payable by the Purchaser in advance.
- 6.4. Pallets can be of weights up to 2500kg. If smaller pallets are needed, additional charges may apply.
- 6.5. On panels ordered longer than 4 metres in length, due to extra cost of transport and bespoke pallets, there is a surcharge of 20% and delivery could be delayed by a week due to pallet assembly requirements
- 6.6. All dates quoted for delivery are approximate only and the time of delivery is not of the essence. Whilst every effort will be made to avoid delay, no responsibility is under taken for meeting any specific delivery dates. Accordingly no liability will be accepted for any direct or indirect loss suffered by the Purchaser which may be caused by delayed delivery as a result of a force majeure event or the Purchaser's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and none of these events shall entitle the Purchaser to reject the Goods or cancel the order.
- 6.7. The Supplier reserves the right to apply the leadtime quoted for delivery against the Suppliers original order confirmation or one of the following of:
 - 6.7.1. the Supplier's most recent order confirmation;
 - 6.7.2. the Purchaser's most recent requested amendment; or
 - 6.7.3. the date the Supplier receives the signed colour samples.
- 6.8. The Supplier reserves the right to delay delivery of any instalment of Goods in order to ensure that the Supplier's products are efficiently despatched to reduce the

Supplier's carbon footprint provided that delivery of the Goods will take place within the estimated range of delivery dates set out in the order acknowledgement.

- 6.9. The Purchaser may delay delivery of any order of Goods for up to three months by giving not less than 14 days' notice to the Supplier prior to the estimated delivery date and the Supplier will store such Goods free of charge subject to clauses 6.7 and 6.8. Any stored Goods must be requested in full pallet quantities only.
- 6.10. If the Purchaser has paid for the Goods in accordance with clause 10.5 but requires the Supplier to store the purchased Goods for more than three months, the Supplier reserves the right to charge the Purchaser for the storage of the Goods at the weekly rate of £10 per pallet calculated from the end of the three month period stipulated in clause 6.6.
- 6.11. If the Purchaser has not paid for the Goods in accordance with clause 10.5 then the Supplier reserves the right to charge the Purchaser for the storage of the Goods at the weekly rate of £10 per pallet calculated from the estimated delivery date until such date as the Goods are delivered to the Purchaser.
- 6.12. Any stored Goods must be insured by the Purchaser against the risks of loss, damage or theft. The Purchaser must obtain such insurance at the Purchaser's own expense to take effect from the date of the Supplier's invoice. The Purchaser accepts that storage of Goods at the Supplier's premises is at the sole risk of the Purchaser.
- 6.13. To allow for production leave, the Supplier reserves the right to exclude the month of August, the last 2 weeks of December and any annual holidays from any leadtime given.

7. QUALITY

- 7.1. The Supplier warrants that on delivery, the Goods shall conform in all material respects with their description as set out in the order acknowledgement and will be free from material defects in design, material and workmanship.
- 7.2. The Supplier agrees to replace or repair free of charge any Goods supplied which are defective if the defect is due to faulty manufacture, or bad workmanship always provided that:
 - 7.2.1. the Goods have not already been installed on a building or other infrastructure; and
 - 7.2.2. the Supplier receives written notice of any defect:
 - 7.2.2.1. in the case of a defect which should be apparent on a normal visual inspection, within five working days of delivery;
 - 7.2.2.2. in the case of a latent defect, within a reasonable time of the latent defect having become apparent but in any event no later than 12 months from the date of delivery ("Latency Period").
 - 7.2.3. The Supplier shall be given a reasonable opportunity to examine the Goods. Whether or not the defect is due to faulty manufacture or bad workmanship shall be for the sole decision of the Supplier following such examination.
 - 7.2.4. The Purchaser returns all defective Goods to the Supplier's premises for the purpose of repair at the Purchaser's own cost. At the Supplier's option, remedial action may in certain circumstances be carried out on site.
 - 7.2.5. If the replacement of any defective Goods, or part thereof, proves impossible owing to unavailability, the Supplier shall sufficiently discharge their obligation under this clause by supplying Goods, or any constituent part of the Goods, of equivalent specification for the purpose of such repair

or replacement.

- 7.2.6. Goods that are defective and incapable of repair will only be replaced by the Supplier on a like for like basis and in the quantity that the Supplier determines are in need of replacement.
- 7.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 7.1 for any of the following:
 - 7.3.1. any defect caused by the Purchaser due to overloading, abuse, tampering, neglect or accident or any use other than that for which the Goods were designed;
 - 7.3.2. any defect caused because the Purchaser failed to follow the Supplier's oral or written instructions as to the storage, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 7.3.3. any defect caused as a result of the Supplier following any specification supplied by the Purchaser including a failure by the Supplier, their employees, agents or contractors, to fabricate the Goods correctly in accordance with the fabrication grain; or
 - 7.3.3.1. the Goods differ from their description as set out in the order acknowledgement as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.4. The Purchaser shall provide the Supplier with a written copy of the maintenance program for the Goods within 90 days of the date of delivery of the Goods. The maintenance program must detail the frequency and type of maintenance that will be applied to the Goods and the name of the contractor that will provide such maintenance services.
- 7.5. If the Purchaser fails to provide a copy of the maintenance program to the Supplier when required then the warranties set out in clause 7.1 shall be invalidated.
- 7.6. The Supplier's only liability to the Purchaser if the Goods fail to comply with the warranties in clause 7.1 is as set out in this clause 7.

8. MANUFACTURER'S WARRANTY

- 8.1. Any warranty provided to the Supplier by the manufacturer of the Goods will be transferred to the Purchaser only after the Goods have been paid for in full by the Purchaser. A warranty will not be transferred to the Purchaser unless it has been requested from the Supplier in writing not more than 6 months after the date of the order acknowledgement. When claiming under a manufacturer's warranty the Goods shall be returned to the manufacturer at the Purchaser's expense. If replacement goods are required before the manufacturer has accepted the warranty, or when the manufacturer offers a repair rather than a replacement, then the replacement goods shall be paid for by the Purchaser in accordance with these terms.

9. INDEMNITY

- 9.1. To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Purchaser, the Purchaser shall indemnify the Supplier on demand against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for

actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the specification. This clause 9.1 shall survive termination.

10. PRICES, QUOTATIONS AND PAYMENTS

- 10.1. Any quotation for the Goods given by the Supplier shall not constitute an offer for sale. Quotations shall only be valid for a period of 7 days from its date of issue.
- 10.2. The price of the Goods shall be the price set out in the Supplier's published price list in force at the date of delivery.
- 10.3. If the Customer does not sign and return the Supplier's order acknowledgement within 24 hours, the price cannot be guaranteed
- 10.4. The Supplier may, by giving notice to the Purchaser at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 10.4.1. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 10.4.2. any request by the Purchaser to change the delivery date(s), quantities or types of Goods ordered, or the specification; or
 - 10.4.3. any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Supplier adequate or accurate information or instructions.
- 10.5. The Supplier shall invoice the Purchaser when the Goods have been produced regardless of leadtime quoted for delivery.
- 10.6. Subject to clause 10.7, payment is due on the last working day of the month following date of invoice, for approved account holders. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.
- 10.7. If payment in full is not received by such date the Supplier reserves the right to charge interest on the outstanding balance at 4% above Lloyds TSB Bank base rate from time to time but at 4% for any period when that base rate is below 0%. 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 Purchaser shall pay the interest together with the overdue amount.
- 10.8. The Supplier reserves the right to demand payment of the price at any time including prior to delivery of the Goods if the level of cover for the Supplier's trade credit insurance decreases due to a change in the creditworthiness of the Purchaser as determined by the Supplier's insurers or otherwise if the Supplier determines in its sole discretion that the Purchaser is less creditworthy.
- 10.9. If payment in full is not received by the due date the Supplier may suspend all further deliveries of Goods until payment has been made in full.
- 10.10. The Purchaser shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier any additional amounts in respect of VAT as are chargeable on the supply of Goods.
- 10.11. The Purchaser shall be entitled to request a 5% (VAT inclusive) rebate from the Supplier in respect of any purchase(s) over the whole product range which amount to the (VAT exclusive) sum 1.5 million pounds net (£1,500,000.00) or more in a calendar year ("Qualifying Purchase") provided that the rebate is requested by no later than the last day of February in the next calendar year

after the calendar year in which the Qualifying Purchase was made.

- 10.12. Any special prices on orders shall be excluded from these rebates
- 10.13. Any payments after 30 days net monthly shall be excluded from these rebates
- 10.14. A rebate will not be issued by the Supplier to the Purchaser unless it is requested in accordance with clause 10.10 in respect of the Qualifying Purchase only.
- 10.15. The Purchaser will lose the right to request a rebate under clause 10.10 if any of the Supplier's invoices are not paid in full on time in accordance with clause 10.5. The Rebate will not include any invoices that have had a discount already applied or a special project rate agreed (This includes any rate less than the suppliers list price at the time of purchase)
- 10.16. The Supplier shall have the sole discretion to determine whether a rebate is payable to the Purchaser.
- 10.17. The Supplier will promptly notify the Purchaser in writing if a request for a rebate has been approved. The Supplier shall not be obliged to notify the Purchaser if a request for a rebate has been rejected.
- 10.18. Notwithstanding clause 10.5, time for payment is not of the essence in respect of rebates. The Supplier shall have sole discretion to determine the timing for payment of approved rebates to the Purchaser save that in no event shall payment of an approved rebate be made later than 12 months following the date on which the Supplier notified the Purchaser that the rebate has been approved.
- 10.19. Monthly settlement discounts are available on request where the Purchaser spend is in excess of the (VAT exclusive) sum of 1 million pounds in the Suppliers previous financial year after all credits and discounts have been applied.
 - 10.19.1. The settlement discount can only be taken if the invoices are paid on or before the last working day of the following month.
 - 10.19.2. Settlement discounts only apply to 30 days monthly accounts.
 - 10.19.3. If a credit is used to pay part of an outstanding balance at the end of the month, then the settlement discount can only be used against the remaining monies paid by the Purchaser to the Supplier.
 - 10.19.3.1. For example: if £100 is owed and £90 is credited, the settlement discount can only be applied to the outstanding £10
 - 10.19.4. Any credit notes including (but not limited to) rebates cannot have the settlement discount applied

11. TITLE AND RISK

- 11.1. Unless otherwise agreed in writing, all risk in the Goods shall pass to the Purchaser on delivery.
- 11.2. Notwithstanding that delivery or installation of the Goods may have already taken place (whether installation has been made on a product, building or infrastructure of the Purchaser or a third party), neither legal nor equitable ownership of the Goods shall pass to the Purchaser until such time as the Purchaser has paid to the Supplier the full contract price of the Goods (in cash or cleared funds). Until such time, the Purchaser acknowledges that he is in possession of the Goods solely as bailee of the Supplier and undertakes to store the same on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the

goods of the Supplier (if not already installed), maintain the Goods in satisfactory condition, keep them insured against all risks for their full price from the date of delivery, notify the Supplier immediately if the Purchaser becomes subject to any of the events listed in clause 14.2.2 and give the Supplier such information relating to the Goods as the Supplier may require from time to time.

- 11.3. The Supplier may for the purpose of recovery of the Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and repossess the same. Where the Goods have been installed or attached to any other goods or surface, the Supplier may repossess any Goods which are identifiable as the Supplier's Goods and can be easily removed from the other product.

12. RETURNED GOODS

- 12.1. The Purchaser may cancel or request to amend the order acknowledgement by giving notice in writing up to 48 hours after the order acknowledgement has been submitted. After this time, no changes may be made to an order. If the Purchaser has paid for the goods by proforma then the supplier reserves the right to charge a 25% restocking fee if cancelled within 48 hours.
- 12.2. Subject to clauses 12.5 and 12.6 below, the Goods may be returned to the Supplier for credit or exchange for up to ten working days after the date of delivery provided that the delivery note or invoice number is quoted.
- 12.3. The Goods will only be accepted for return by the Supplier if they are in a sound and resalable condition. Whether the Goods are sound and resalable shall be for the sole decision of the Supplier. Any Goods which the Supplier deems to be not resalable will only be returned to the Purchaser at the specific request of the Purchaser and at the Purchaser's cost. Notwithstanding the discretion of the Supplier in deciding whether Goods are sound and resalable, the Goods will not be deemed resalable if they are returned in anything but their original packaging and in the same quantities as originally supplied. No Goods may be returned if they have been cut to size, oversprayed, fitted or altered in any way.
- 12.4. Credit notes will only be issued if the Supplier's collections note has been issued to the Purchaser.
- 12.5. The Supplier reserves the right to charge the Purchaser the reasonable costs of handling and restocking the Goods returned.
- 12.6. Any non-stock Goods which are obtained for the Purchaser may not be returned for credit or exchange. The following Goods may not be returned:
- 12.6.1. Goods ordered in a bespoke (non-stock) size or colour; or
 - 12.6.2. Goods that are non-factory standard or obtained specifically for the Purchaser.
 - 12.6.3. Orders over 1000 square metres cannot be returned.
- 12.7. Any request to return the Goods to us after delivery should be made within the following timescales: Shortage and damaged goods: **24 hours** Picking errors (i.e. wrong goods): **3 working days** Faulty goods: **3 working days** Goods no longer required: **10 working days**. The Purchaser must always obtain a signature (i.e. proof of collection) from the collecting person.

13. EXCLUSION OF LIABILITY

- 13.1. The Supplier has obtained insurance cover in respect of its own legal liability for individual claims however the Supplier has been unable to obtain insurance in respect of certain types of loss at a commercially viable price. The limits and

exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the ease and availability of insurance which could be taken out by the Purchaser. The Purchaser is responsible for making its own arrangements for the insurance of any excess loss.

- 13.2. The restrictions on liability in this clause apply to every liability arising under or in connection with this contract, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, restitution or otherwise.
- 13.3. Nothing in this contract shall limit any liability under clause 9.1 of this contract.
- 13.4. Nothing in this contract shall limit or exclude the Supplier's liability for:
 - 13.4.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 13.4.2. fraud or fraudulent misrepresentation;
 - 13.4.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 13.4.4. defective products under the Consumer Protection Act 1987; or
 - 13.4.5. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 13.5. Subject to clause 13.4, the Supplier's total liability to the Purchaser in respect of all other losses arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods as stated in the order acknowledgement.
- 13.6. Subject to clauses 13.4 and 9.1, the following types of loss are wholly excluded:
 - 13.6.1. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
 - 13.6.2. loss of profit;
 - 13.6.3. loss of sales or business;
 - 13.6.4. business interruption;
 - 13.6.5. loss of agreements or contracts;
 - 13.6.6. loss of anticipated savings; or
 - 13.6.7. loss of or damage to goodwill.
- 13.7. Subject to clause 13.4.5, in no event shall the Supplier be liable to the Purchaser for:
 - 13.7.1. the cost of installing the Goods on or removing the Goods from any building or infrastructure;
 - 13.7.2. any damage to the Goods that is caused by the Purchaser or the Purchaser's employees, contractors or representatives when unloading the Goods by hand or otherwise upon arrival of the Goods at the delivery address set out in the order acknowledgement or such other address notified to the Supplier; or
 - 13.7.3. any loss, damage or theft of Goods that are stored at the Supplier's premises.
- 13.8. The Supplier has given commitments as to compliance of the Goods with relevant specifications in clause 7.1. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this contract. The terms of the contract shall apply to any repaired or replacement Goods supplied by the Supplier. Notwithstanding the foregoing, in no event shall a new Latency Period be applied to Goods that have been replaced or repaired. Replaced or repaired Goods shall remain subject to the Latency Period that was applied to the Goods that were originally delivered.
- 13.9. Unless a party notifies the other party that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to

make a claim became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event 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.

- 13.10. Subject to clause 13.4, Supplier shall not be liable to the Purchaser for any claims, damages, losses, costs or expenses suffered or incurred by the Purchaser until all payments that are due from the Purchaser in respect of the Goods have been received by the Supplier in full (in cash or cleared funds).

14. TERMINATION

- 14.1. This contract shall commence on the commencement date and shall continue, unless terminated earlier in accordance with its terms, until completion of the delivery anticipated by the order acknowledgement when it shall terminate automatically without notice.
- 14.2. Without limiting its other rights or remedies, either party may terminate this contract with immediate effect by giving written notice to the other party if:
- 14.2.1. the other party commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within fourteen days of that party being notified in writing to do so;
 - 14.2.2. 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;
 - 14.2.3. 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
 - 14.2.4. 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.
- 14.3. Without limiting its other rights or remedies, the Supplier may terminate the contract with immediate effect by giving written notice to the Purchaser if the Purchaser fails to pay any amount due under the contract on the due date for payment and remains in default not less than fourteen days after being notified in writing to make such payment.
- 14.4. Termination of the contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this contract which existed at or before the date of termination.
- 14.5. Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. GENERAL

- 15.1. **Force Majeure.** Neither party shall be in breach of this contract nor liable for delay in performing, or failure to perform, any of its obligations under this contract (other than the non-payment of invoices issued by the Supplier) if such delay or failure result from a force majeure event.
- 15.2. **Governing Law and Jurisdiction.** This 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, is governed by and construed in accordance with the law of

England and Wales. 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 this contract or its subject matter or formation. You may download a PDF copy of our terms and conditions for reference <https://valcan.co.uk/terms-and-conditions>

- 15.3. **Notices.** Any notice to be given under the contract shall be given in writing by pre-paid first-class post (or other next working day delivery service) sent to the address of the party to be notified as set out in the order acknowledgement or sent by email to the email address set out in the order acknowledgement. Such notice shall be deemed to have been received by the party on the second working day following the day on which it was posted or if sent by email, one working day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 15.4. **Confidentiality.** 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 15.4.1.
- 15.4.1. Each party may disclose the other party's confidential information:
- 15.4.1.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15.4; and
- 15.4.1.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.4.2. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this contract.
- 15.5. **Severance.** If one or more of these terms shall prove to be invalid or unenforceable, the remainder shall continue to be of effect.
- 15.6. **Waiver.** No failure or delay by the Supplier 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, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.7. **Variation.** Save as provided elsewhere in these terms, no variation of contract or any of the terms or specifications thereof including any of these conditions shall be binding on the Supplier unless expressly agreed by the Supplier in writing and signed by a director of the Supplier.
- 15.8. **Assignment.** The Purchaser may not assign or deal in any other manner with any or all of its rights or obligations under this contract without the prior written consent of the Supplier. The Supplier may at any time assign or deal in any other manner with any or all of its rights under this contract.
- 15.9. **Third party rights.** No one other than a party to this contract shall have any right to enforce any of its terms.

Updated 2022