

ECIG FLAVOUR.COM LIMITED

CONDITIONS OF SALE

Please read these Conditions of Sale carefully before ordering any Products from ECIG FLAVOUR.COM LIMITED. By ordering any Product, the Buyer agrees to be bound by these Conditions of Sale.

The Buyer's attention is drawn to the limitation of liability provisions in Condition 9.

1. INTERPRETATION

1.1 In these Conditions:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer: the person, firm or company who accepts a quotation of the Supplier for the sale of the Product or whose Order for the Product is accepted by the Supplier.

Conditions: the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any amended or special terms and conditions agreed in writing between the Buyer and the Supplier.

Contract: any contract between the Supplier and the Buyer for the purchase and sale of the Product incorporating these Conditions, subject to Condition 2.1.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as ad to the extent that the law of the European Union has legal effect in the UK) the GDPR any other directly applicable European regulation relating to privacy.

GDPR: General Data Protection Regulation ((EU) 2016/679)

Order: The Buyer's order for the Product, as set out in the Buyer's written order or the Buyer's acceptance of the Supplier's written quotation.

Product: the product or products which the Supplier is to supply in accordance with these Conditions (including any part or parts of them).

Supplier: ECIG FAVOUR.COM LIMITED (registered in England under company number 09364997).

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Writing: includes faxes and e-mail.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 Words in the singular include the plural and, in the plural, include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. BASIS OF THE SALE

2.1 The Supplier shall sell, and the Buyer shall purchase the Product in accordance with any Order which is accepted by the Supplier, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Supplier. The

Supplier's employees or agents are not authorised to make any representations concerning the Product unless confirmed by the Supplier in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.3 Any samples, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or on its website are produced for the sole purpose of giving an approximate idea of the Product described in them. They shall not form part of the Contract or have any contractual force.

2.4 Save as contained in the health and safety data sheets supplied by the Supplier relating to the Product, any advice or recommendation given by the Supplier or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Product which is not confirmed in writing by the Supplier is followed or acted upon entirely at the Buyer's own risk and the Supplier shall not be liable for any such advice or recommendation which is not so confirmed.

3. ORDERS AND SPECIFICATIONS

3.1 Each Order which is accepted by the Supplier for the Product shall be deemed to be an offer by the Buyer to buy the Product specified in it, subject to these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.

3.2 No Order submitted by the Buyer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's order acknowledgement or, if earlier, when the Supplier delivers the Product to the Buyer, at which point the Contract between the parties will be formed. The quantity, price, product number and description of the Product shall be those set out in the Supplier's order acknowledgement (or, in the absence of an order acknowledgement, set out in the Supplier's quotation), subject to Condition 4.

3.3 If the Product is to be manufactured or any process is to be applied to the Product by the Supplier, in accordance with a product or a specification submitted by the Buyer, the Buyer agrees to indemnify the Supplier against all liabilities, damages, costs, expenses 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) awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim made against the Supplier for actual or alleged infringement of any patent, copyright, design or other industrial or intellectual property rights of any other person which results from the Supplier's use of the Buyer's specification. This Condition shall survive termination of the Contract.

3.4 The Supplier reserves the right to amend the specification of the Product if required by any applicable statutory or regulatory requirements.

3.5 No Order which has been accepted by the Supplier may be cancelled by the Buyer except with the agreement in writing of the Supplier and on terms that the Buyer shall indemnify the Supplier in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier because of cancellation.

3.6 Any quotation is given on the basis that no Contract shall come into existence until the Supplier dispatches an order acknowledgement to the Buyer, or, if earlier, when the Supplier delivers the Product to the Buyer, in accordance with Condition 3.2. Any quotation is valid for a period of 30 days only from its date, provided the Supplier has not previously withdrawn it.

4. PRICE OF PRODUCT

4.1 The price of the Product shall be the Supplier's quoted price, or, in the absence of a quoted

price, the price set out in the Supplier's price list published on the date of delivery or deemed delivery.

4.2 The Supplier reserves the right, by giving notice in writing from time to time to the Buyer pursuant to Condition 4.3, to increase the price of the Product at its discretion to reflect any increase in the cost to the Supplier for any reason whatsoever such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, material or other costs of manufacture, any change in delivery dates, quantities or specifications for the Product which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Supplier adequate information or instructions or for any other reason.

4.3 The Supplier shall notify the Buyer in writing of any increase in the quoted price no later than 14 days before the date of delivery. The Buyer shall notify the Supplier in writing within 7 days thereafter of its desire to cancel the contract if appropriate.

4.4 Except as otherwise stated under the terms of any quotation or order acknowledgement of the Supplier, and unless otherwise agreed between the Buyer and the Supplier, all prices are given by the Supplier exclusive of delivery (to the Buyer's premises or otherwise).

4.5 The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Supplier when it is due to pay for the Product.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in writing between the Buyer and the Supplier, the Supplier shall be entitled to invoice the Buyer for the price of the Product on or at any time after delivery of the Product. The Supplier shall also be entitled to request payment or part-payment of the Product from the Buyer in advance of delivery of the Product.

5.2 The Buyer shall pay each invoice in full within 30 days of the date of the invoice. The time of payment of the price shall be of the essence of the Contract. No payment shall be deemed to have been received until the Supplier has received cleared funds. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date or the Supplier has reasonable grounds for believing that the Buyer may default in making any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier will be entitled to:

5.3.1 cancel the Contract or suspend any further deliveries to the Buyer; and

5.3.2 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at 5% per annum above the base rate for the time being of Clydesdale Bank plc and (where applicable) withdraw all credit facilities given to the Buyer. Such interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 All payments payable to the Supplier under the Contract shall become due immediately upon termination of the Contract despite any other provision.

5.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise for breach of contract, negligence or any other remedy by any other means whatsoever whether statutory or otherwise unless the Buyer has a valid court order requiring any amount equal to such deduction to be paid by the Supplier to the Buyer. The Supplier may at any

time, without limiting any other rights or remedies it may have, set off any amounts owing to it by the Buyer against any amount payable by the Supplier to the Buyer.

6 DELIVERY

6.1 Unless otherwise agreed between the parties, delivery of the Product shall be made by the Supplier to the Buyer's premises or such other location as the parties may agree (Delivery Location). Delivery of the Product shall be completed on the Product's arrival at the Delivery Location.

6.2 Any dates quoted for delivery of the Product are approximate only. The Supplier shall not be liable for any delay in delivery of the Product that is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Product, nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days. Time for delivery shall not be of the essence unless previously agreed by the Supplier. The Product may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 If the Buyer fails to take delivery of the Product or fails to give the Supplier adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Supplier's fault) then, without prejudice to any other right or remedy available to the Supplier, delivery shall be deemed to have been completed on the first Business Day after the day on which the Supplier notified the Customer that delivery was taking place and the Supplier may store the Product until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.

6.4 If 10 Business Days after the day on which the Supplier notified the Buyer that the Product was ready for delivery, the Buyer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Product.

6.5 If the Supplier delivers to the Buyer a quantity of Product up to 5% more or less than the quantity accepted by the Supplier, the Buyer shall not be entitled to object to or reject the Product or any of it by reason of the surplus or shortfall and shall pay for such Product at the pro rata Contract rate.

6.6 The quantity of any consignment of Product as recorded by the Supplier upon dispatch from the Supplier's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

6.7 The Supplier shall have no liability for any failure to deliver the Product to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide Stingers with adequate delivery instructions or any other instructions that are relevant to the supply of the Product. The Supplier shall not be liable for any non-delivery of the Product (even if caused by the Supplier's negligence) unless the Buyer gives written notice to the Supplier of the non-delivery within 2 days of the date when the Product would in the ordinary course of events have been received.

6.8 Any liability of the Supplier for non-delivery of the Product shall be limited to replacing the Product within a reasonable time or issuing a credit note against the pro rata Contract rate against any invoice raised for such Product.

6.9 The Supplier may deliver the Product 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 Buyer to cancel any other instalment.

7 RISK AND TITLE

7.1 The risk in the Product shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Product, the time when the Supplier has tendered delivery of the Product or, if the parties have agreed that the Buyer shall collect the Product from the Supplier's premises, at the time when the Supplier notifies the Buyer that the Product is available for collection.

7.2 Notwithstanding delivery and the passing of risk in the Product, or any other provision of these Conditions, title to the Product shall not pass to the Buyer until the Supplier has received in cash or cleared funds payment in full of the price: -

7.2.1 of the Product; and

7.2.2 all other sums then due and payable by the Buyer to the Supplier.

7.3 Until title to the Product passes to the Buyer, the Buyer: -

7.3.1 must hold the Product on a fiduciary basis as the Supplier's bailee;

7.3.2 must maintain the Product in satisfactory condition and keep the Product separate from all other goods of the Buyer and third parties and properly stored, protected and insured (for their full price against all risks) and clearly identified as the Supplier's property (at no cost to the Supplier);

7.3.3 must not destroy, deface or obscure any identifying mark or packaging on or relating to the Product;

7.3.4 must hold the proceeds of any insurance referred to in condition 7.3.2 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;

7.3.5 shall not deal with or dispose of the Product or any interest therein (other than by a sale to an independent purchaser buying for full value in the ordinary course of the Buyer's business);

7.3.6 shall notify the Supplier immediately if it becomes subject to any of the events listed in Condition 10; and

7.3.7 shall give the Supplier such information relating to the Product as the Buyer may require from time to time.

7.8 Until such time as title to the Product passes to the Buyer (and provided the Product is still in existence and has not been resold), the Supplier shall be entitled at any time to require the Buyer to deliver up the Product to the Supplier and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Product is stored and repossess the Product.

7.9 The Buyer's right to possession of the Product shall terminate immediately on the occurrence of any of the events specified in Condition 10 below.

7.10 The Supplier shall be entitled to recover payment for the Product notwithstanding that ownership of any of the Product has not passed from the Supplier.

7.11 The Buyer grants the Supplier, its agents and employees an irrevocable license at any time to enter any premises where the Product is or may be stored to inspect it, or, where the Buyer's right to possession has terminated, to recover such Product.

7.12 Where the Supplier is unable to determine whether any product is the Product in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all products of the kind sold

by the Supplier to the Buyer in the order in which they were invoiced to the Buyer.

7.13 On termination of the Contract, howsoever caused, the Supplier's (but not the Buyer's) rights contained in this Condition 7 shall remain in effect.

8 WARRANTIES

8.1 Subject to the conditions set out below, the Supplier warrants that the Product will correspond with its specification and be free from defects at the time of delivery and such further period (if any) as may be stated in the safety data sheets issued for the Product.

8.2 The above warranty is given to the Buyer subject to the condition that the Supplier shall be under no liability in respect of the Product's failure to comply with such warranty in any of the following events:

(a) the Buyer makes any further use of the Product after giving notice in accordance with Condition 8.4; or

(b) the defect arises because of fair wear and tear, wilful damage, negligence or abnormal working conditions; or

(c) the defect arises because the Buyer failed to follow the Supplier's oral or written instructions or safety data sheets as to the storage, commissioning, installation, use and maintenance of the Product or (if there are none) good trade practice regarding the same; or

(d) the Buyer alters, misuses or repairs the Product without the Supplier's written approval; or

(e) the defect arises because of the Supplier following any drawing, design or specification supplied by the Buyer; or

(f) the Product differs from its description or specification because of changes made to ensure it complies with applicable statutory or regulatory requirements.

8.3 Unless a certificate of conformity is issued by the Supplier, the Buyer warrants to test a sample of the Product immediately after delivery of the Product to satisfy itself that the Product is of a satisfactory quality and acceptable to the Buyer, considering the use to which the Product is to be put.

8.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Product or its failure to correspond with specification or quantity ordered shall (whether or not delivery is refused by the Buyer) be notified to the Supplier within 2 days from the date of delivery, or (where the defect or failure was not apparent on reasonable inspection) within 2 days after discovery by the Buyer of the defect or failure or by the sell by date of the Product, whichever is the earlier but, in any event, by no later than 28 days from the original delivery date. If delivery is not refused, and the Buyer does not notify the Supplier accordingly, the Buyer shall not be entitled to reject the Product and the Supplier shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Product had been delivered in accordance with the Contract.

8.5 Where any valid claim in respect of the Product which is based on any defect in the quality or condition of the Product or its failure to meet specification is notified to the Supplier in accordance with these Conditions, the Supplier shall investigate the claim and, where appropriate, may ask the Buyer to return the Product to the Supplier's place of business or arrange for the Product to be collected (at the Supplier's cost) and may inspect the Product and test a sample. If the Supplier is satisfied that the claim is valid, it shall be entitled to replace the Product free of charge or, at the Supplier's sole discretion, refund to the Buyer the price of

the Product (or a proportionate part of the price), but the Supplier shall have no further liability to the Buyer.	10.1.2	the Buyer 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) 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;	10.2	Without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to suspend any further deliveries under the Contract or any other contract between the Buyer and the Supplier if the Buyer becomes subject to any of the events listed in Conditions 10.1.2 to 10.1.13 or the Supplier reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
8.6 Except as provided in this Condition 8, the Supplier shall have no liability to the buyer in respect of the Product's failure to comply with the warranty set out in Condition 8.1.				
8.7 These Conditions shall apply to any repaired or replacement Product supplied by the Supplier.				
9 LIABILITY				
9.1 Subject to Condition 8, the following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: -	10.1.3	the Buyer 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 the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;	10.3	Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
9.1.1 any breach of the Contract;			10.4	On termination of the Contract for any reason, the Buyer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest. If the Product has been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreements or arrangement to the contrary.
9.1.2 any use made or resale by the Buyer of any Product or any part of them; and			10.5	Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.
9.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.			11	EXPORT TERMS
9.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from the Contract fully permitted by law.	10.1.4	(being a company) 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 Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;	11.1	In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires any term or expression which is defined in or given a particular meaning by the provisions of Incoterms has the same meaning in these Conditions.
9.3 Nothing in these Conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or for any damage or liability incurred by the Buyer because of the Supplier's fraudulent misrepresentation, or for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability.	10.1.5	(being an individual) the Buyer is the subject of a bankruptcy petition or order;	11.2	Where the Buyer so notifies the Supplier and the Supplier agrees in writing that the Product is supplied for export from the United Kingdom, Incoterms shall (subject to any special terms agreed in writing between the Buyer and the Supplier) apply notwithstanding any other provision of these Conditions, save that if there is any conflict between the provisions of Incoterms and these Conditions the latter shall prevail.
9.4 The Supplier shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of the Supplier's obligations in relation to the Product, if the delay or failure was due to any cause beyond the Supplier's reasonable control.	10.1.6	a creditor or encumbrancer of the Buyer 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;	11.3	The Buyer shall be responsible for complying with all legislation and regulations governing the importation of the Product into the country of destination and for the payment of any duties thereon, and for obtaining and paying for all applicable export and import licenses and permits.
THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 9.5	10.1.7	(being a company) 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 Buyer;	11.4	Unless otherwise agreed in writing between the Buyer and the Supplier, the Product shall be delivered F.O.B. the sea port of shipment and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
9.5 Subject to conditions 9.2 and 9.3: -	10.1.8	(being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;	11.5	Payment of all amounts due to the Supplier shall be made in pounds sterling by irrevocable letter of credit opened by the Buyer in favour of Supplier and confirmed by a bank acceptable to the Supplier or, if the Supplier has agreed in writing on or before acceptance of the Buyer's Order to waive this requirement, by acceptance by the Buyer and delivery to the Supplier of a bill of exchange drawn on the Buyer payable 30 days after delivery to the air or sea port of shipment to the order of the Supplier at such branch of Clydesdale Bank in England as may be specified in the bill of exchange.
9.5.1 The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £5,000,000.	10.1.9	a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;	12.	FORCE MAJEURE
9.5.2 The Supplier shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:	10.1.10	any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or like any of the events mentioned in Condition 10.1.1 to Condition 10.1.8 (inclusive);		The Supplier reserves the right to defer the date of delivery or to terminate the Contract or reduce the volume of Product ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, government actions, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes
(a) loss of profit; or	10.1.11	the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;		
(b) loss of goodwill; or	10.1.12	the Buyer's financial position deteriorates to such an extent that in the Supplier's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or		
(c) loss of business; or	10.1.13	(being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.		
(d) loss of business opportunity; or				
(e) loss of anticipated saving; or				
(f) loss or corruption of data or information; or				
(g) special, indirect or consequential damage suffered by the Buyer that arises under or in connection with the Contract.				
10. TERMINATION				
10.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Buyer if: -				
10.1.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of the Buyer being notified in writing to do so;				

(whether or not relating to either party's workforce), compliance with any law or governmental order, rule regulation or direction, failure of a utility service or transport network, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or default of suppliers or sub-contractors (Force Majeure Event) provided that, if the Force Majeure Event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Supplier to terminate the Contract.

13. DATA PROTECTION

13.1 The Supplier and the Buyer will comply with all applicable requirements of the Data Protection Legislation. This Condition 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.2 Any Personal Data (as defined in the Data Protection Legislation) provided by the Buyer to the Supplier for the purposes of the Contract will be processed in accordance with the terms of the Supplier's Privacy Policy which is set out on the Supplier's website.

13.3 Without prejudice to the generality of Condition 13.1, the Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract.

14. GENERAL

14.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or email. Any notice shall be deemed to have been received if sent by pre-paid first-class post 2 Business Days after posting (excluding the day of posting); if delivered personally on the day of delivery; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission. The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

14.2 A waiver of any right or remedy under the Contract is only effective if given in writing and no waiver by the Supplier of any breach of or any default under the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and will in no way affect the other terms of the Contract.

14.3 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.4 If any provision of these Conditions is held by any competent authority to be wholly or partly illegal, invalid, void, voidable, unreasonable or unenforceable it shall to the extent of such illegality, invalidity, voidness, voidability, unreasonableness or unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.5 Each right and remedy of the Supplier under the Contract is without prejudice to any other right

or remedy of the Supplier whether under the Contract or not.

14.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.7 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier. The Supplier may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract or any part of it to any person, firm or company.

14.8 The Contract and these Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter thereof. Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract and these Conditions. The only remedy available to it shall be for breach of contract under the terms of the Contract. Nothing in this Condition shall, however, operate or limit or exclude any liability for fraud.

14.9 The Contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.