



## LTE SCIENTIFIC LTD

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### LTE SCIENTIFIC TERMS AND CONDITIONS FOR THE PURCHASE (T&Cs)

This document sets out the terms and conditions on which LTE Scientific Limited (“Us”, “Us”, “Our”) is willing to purchase goods and/or services from you (“You”, “Your”).

Please note that these T&Cs contain limitations on Our liability.

#### **1. Definitions and interpretation**

1.1 In these T&Cs the following words and expressions shall have the following meanings:

“**Contract**” means the contract between Us and You for the sale and purchase of the Goods and/or Services in accordance with these T&Cs;

“**Deliverables**” means all documents, products and materials developed by You or Your agents, contractors and employees as part of or in relation to the Services and/or the Goods in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

“**Delivery Date**” means the date specified in the Order, or if no such date is specified, within 28 days of the date of the Order;

“**Delivery Location**” means Our premises at Greenbridge Lane, Greenfield, Oldham OL3 7EN, United Kingdom or such other location as is set out in the Order, or as expressly instructed by Us prior to delivery;

“**Goods**” means the goods (including any instalment or part of them) set out in the Order;

“**Intellectual Property Rights**” means any and all intellectual property rights including patents, trade marks, rights in the nature of unfair competition, the right to sue for passing off, design rights, copyright, moral rights, rights in databases, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with any and all related goodwill and all extensions and renewals;

“**Order**” means Our purchase order to which these T&Cs shall apply;

“**Price**” means the fixed price of the Goods and/or the charge for the Services as set out in the Order or, if no price is set out, the price quoted by You on the Quotation or, if no price has been quoted, the price listed in Your published price list current at the date of supply;

“**Quotation**” means the quotation provided by You to Us setting out Your details, the Goods, the Price and any other relevant terms or Specification agreed between us;

“**Services**” means the services, including any Deliverables, provided by You under the Contract and any related services performed by You;

“**Specification**” means any description or specification for the Goods and/or the Services, including any related plans, drawings, data or other information or requirements of Ours relating to the Goods and/or the Services;

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;



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“VAT” means value added tax chargeable under English law for the time being and any similar additional tax; and

“Website” means our website at [www.lte-scientific.co.uk](http://www.lte-scientific.co.uk).

### 1.2 In these T&Cs:

- 1.2.1 any reference to the singular includes the plural and vice versa and any reference to one gender includes all genders;
- 1.2.2 reference to persons shall include a natural person, bodies corporate, partnerships, unincorporated associations and any other legal or commercial entity or undertaking;
- 1.2.3 reference to a party includes its successors and permitted assigns;
- 1.2.4 reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;
- 1.2.5 where a party is required to perform an obligation then that person shall, unless otherwise expressly stated to the contrary, bear all cost and expense associated with the performance of the obligation in question;
- 1.2.6 the words include, includes, including and included will be construed without limitation; and
- 1.2.7 a reference to **writing** or **written** includes email.

## 2. BASIS OF SALE

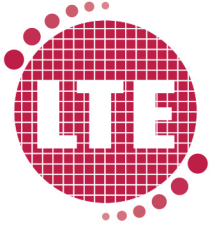
- 2.1 You acknowledge that these T&Cs apply to all contracts for the purchase of Goods and/or Services entered into by Us.
- 2.2 You acknowledge and agree to deal on these T&Cs to the exclusion of any other terms that You seek to impose or incorporate (or which are implied by trade, custom, practice or course of dealing). You shall not, and shall ensure that Your personnel shall not, attempt to bind Us to terms and conditions which are not these T&Cs.
- 2.3 The Order constitutes an offer by Us to purchase the Goods and/or Services in accordance with these T&Cs, such offer being deemed accepted on the earlier of:
  - 2.3.1 You issuing a written acceptance of the Order; and
  - 2.3.2 You doing any act consistent with fulfilling the Orderat which point the Contract shall come into existence.
- 2.4 No variation to these T&Cs shall be binding unless agreed in writing and signed by authorised representatives on behalf of each party.
- 2.5 All of these T&Cs shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.6 This Contract (and any Order) shall not grant You any exclusive right to supply Goods or Services to Us. We do not guarantee the purchase of any minimum volume, any specific amount or revenue to You unless otherwise specifically set forth in an Order.
- 2.7 Any error or omission in any offer, Order or other document issued by Us shall be subject to correction by Us without any liability on Our part.

## 3. SALE AND PURCHASE

- 3.1 We agree to purchase the Goods or acquire the Services from You and You agree to sell the Goods or supply the Services to Us.

## 4. SUPPLY AND DELIVERY OF GOODS

- 4.1 You shall ensure that the Goods shall:
  - 4.1.1 correspond with their description and any applicable Specification;
  - 4.1.2 be of satisfactory quality and fit for any purpose held out by You or made known to You by Us expressly or by implication, and in this respect We rely on your skill and judgement;
  - 4.1.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so for 2 years after the earlier of commencement of use of the Goods and 12 months after delivery of the Goods to Us pursuant to the Contract; and
  - 4.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, importation and delivery of the Goods.



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- 4.2 You shall at all times maintain all the licences, permissions, authorisations, consents and permits that You need to carry out Your obligations under the Contract in respect of the Goods.
- 4.3 We shall have the right to inspect and test the Goods at any time before delivery. If following such inspection or testing we consider that the Goods do not conform or are unlikely to comply with Clause 4.1, You shall immediately take such remedial action as is necessary to ensure compliance. Any such inspection or testing shall not reduce or otherwise affect Your obligations under the Contract and We shall have the right to repeat inspections and tests as We may reasonably require.
- 4.4 You shall deliver the Goods on the Delivery Date to the Delivery Location during Our normal business hours, or as expressly instructed by Us.
- 4.5 Delivery of Goods shall be completed on the completion of unloading the Goods at the Delivery Location and, where applicable, installation is complete.
- 4.6 Title and risk in the Goods shall pass to Us on completion of delivery by You to the Delivery Location.
- 4.7 Time for delivery shall be of the essence.
- 4.8 We shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until We have had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 4.9 In the event that We cannot accept delivery of the Goods on the Delivery Date, You shall store the Goods free of charge for Us until such time as We shall notify You that We are able to accept delivery.
- 4.10 If the Goods are delivered to Us in excess of the quantities ordered, We shall not be bound to pay for the excess and any excess shall be and shall remain at Your risk and shall be returnable at Your expense, unless We elect to purchase such excess at the rate charged in respect of the quantity ordered.
- 4.11 If the Goods are delivered to Us in less than the quantities ordered, We shall be entitled to reject the Goods provided that if We nevertheless wish to accept them, We shall be entitled to do so and a pro rata adjustment shall be made to the invoice for the Goods.
- 4.12 You shall ensure that:
- 4.12.1 the Goods are properly packed and secured to enable them to reach their destination in good condition;
  - 4.12.2 each delivery of the Goods shall be accompanied by a delivery note stating the date of the Order, the Order number (if any), the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - 4.12.3 if you require Us to return any packaging material to You, that fact is clearly stated on the delivery note and such return shall be at Your cost.
- 4.13 You shall not deliver the Goods in instalments without Our prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by You to deliver any one instalment on time, or at all, or any defect in an instalment shall entitle Us to the remedies set out in Clause 6.
- 4.14 You shall not modify the design or specification of the Goods without our written consent.
- 4.15 Where Your premises are located outside the United Kingdom, the Goods shall be delivered to Our premises on the basis of delivery duty paid (DDP).
- 5. SUPPLY OF SERVICES**
- 5.1 **YOU SHALL FROM THE DATE SET OUT IN THE ORDER AND FOR THE DURATION OF THE CONTRACT SUPPLY THE SERVICES TO US IN ACCORDANCE WITH THE TERMS OF THE CONTRACT.**



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5.2 You shall meet any performance dates for the Services specified in the Order or that We notify to You.

5.3 Time is of the essence in relation to any such performance dates.

5.4 In providing the Services, You shall:

- 5.4.1 co-operate with Us in all matters relating to the Services and comply with all of Our instructions;
- 5.4.2 perform the Services with the best care, skill and diligence in accordance with best practice in Your industry, profession or trade;
- 5.4.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Your obligations are fulfilled in accordance with the Contract;
- 5.4.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that We expressly or impliedly make known to You;
- 5.4.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.4.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Us, will be free from defects in workmanship, installation and design;
- 5.4.7 obtain and at all times maintain all licences and consents which may be required to provide the Services;
- 5.4.8 observe all health and safety rules and regulations and any other security requirements that apply at Our premises (and procure that Your employees and agents who perform the Services comply with the same) and indemnify and hold Us harmless against any loss, damage, liability, cost and/or expense which We may suffer or incur as a result of their failing to do so or as a result of any negligence on Your part during installation;
- 5.4.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Us to You ("Our Materials") in safe custody at Your own risk, maintain Our Materials in good condition until returned to Us, and not dispose or use Our Materials other than in accordance with our written instructions or authorisation; and
- 5.4.10 not do or omit to do anything which may cause Us to lose any licence, authority, consent or permission upon which We rely for the purposes of conducting Our business, and You acknowledge that We may rely or act on the Services.

## 6. OUR REMEDIES

6.1 If the Goods are not delivered on the Delivery Date or to the Delivery Location, or the Services are not performed by the applicable date, or if the Goods and/or Services do not comply with the Contract then, without limiting any of Our other rights or remedies whether under the Contract, statute or common law, We shall (at Our sole discretion) have the right to any one or more of the following remedies, whether or not We have accepted the Goods and/or Services:

- 6.1.1 to terminate the Contract with immediate effect (and with no liability to Us) by giving written notice to You;
- 6.1.2 to reject the Goods and/or Services (in whole or in part) whether or not title has passed and return the Goods and/or Deliverables to You at Your own risk and expense;
- 6.1.3 to require You to repair or replace the rejected Goods, or to provide repeat performance of the Services, or to provide a full refund of the price of the rejected Goods and/or Services (if paid);
- 6.1.4 to refuse to accept any subsequent delivery of the Goods and/or performance of the Services which You attempt to make;
- 6.1.5 to recover from you any costs incurred by Us in obtaining substitute goods and/or services and/or deliverables from a third party;
- 6.1.6 to require a refund from You of sums paid in advance for Services that You have not provided and/or Goods that You have not delivered; and
- 6.1.7 to claim damages for any other costs, loss or expenses incurred by Us which are in any way attributable to Your failure to carry out your obligations under the Contract.

6.2 The provisions of this Clause 6 shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by You.

## 7. PRICE AND PAYMENT



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- 7.1 The Price shall be inclusive of Your charges for transport, packaging, packing, insurance, delivery and any customs or other duties (except VAT).
- 7.2 The Price is exclusive of any applicable VAT, which We shall be additionally liable to pay to You subject to receipt of a VAT invoice.
- 7.3 We shall not accept any variation in the Price or extra charges (howsoever arising).
- 7.4 In respect of the Goods, You shall invoice Us on or at any time after completion of delivery (or at such time as may be agreed by the parties). In respect of the Services, You shall invoice Us on completion of the Services (or at such time as may be agreed by the parties). Each invoice shall include such supporting information required by Us to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 7.5 In consideration for the supply of the Goods and/or Services by You, we shall pay correctly rendered and undisputed invoices supported by the required information within 60 days of receipt (or within such other period as may be agreed by the parties).
- 7.6 Time for payment shall not be of the essence.
- 7.7 We may at any time, without notice to You, set off any of your liability to Us against any of our liability to You and whether or not either liability arises under the Contract or otherwise.
- 7.8 If any sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum above the base rate of the Bank of England from time to time. No interest shall accrue on payments that We dispute in good faith. You will not be entitled to suspend deliveries of Goods or performance of the Services as a result of any sums being outstanding.

## 8. LIABILITY

- 8.1 Neither party shall be liable in relation to any claim which arises under or in connection with the Contract (and whether arising in contract, tort (including negligence) or otherwise) as a result of the other party's negligence or breach of the Contract.
- 8.2 Neither party excludes or limits its liability under the Contract for:
- 8.2.1 death or personal injury caused by its negligence;
  - 8.2.2 fraud or fraudulent misrepresentation; or
  - 8.2.3 any other type of liability which cannot, under English law, be limited or excluded.

## 9. INDEMNITY

- 9.1 You shall indemnify and hold Us harmless in full 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 costs and all other professional costs and expenses) suffered or incurred by Us as a result of or in connection with:
- 9.1.1 breach of any warranty given by You;
  - 9.1.2 any claim that the Goods infringe, or their importation, use or resale infringes, or the supply of the Services infringes any Intellectual Property Right(s) of any other person or that the manufacture or supply of the Goods or provision of the Services misuses any confidential information belonging to any other person, except to the extent that the claim arises from compliance with any Specification supplied by Us;
  - 9.1.3 any liability under the Consumer Protection Act 1987;
  - 9.1.4 any act or omission of You or Your employees, agents, personnel or subcontractors in supplying the Goods and/or Services; and
  - 9.1.5 the employment of and/or the termination of the employment of any individual and in respect of any claim arising out of the actual or alleged application of TUPE to the Contract or the commencement and/or termination of any Services provided by You.
- 9.2 You shall take out and maintain in full force with a reputable insurance company, insurance against all insurable liabilities under this Clause 9.
- 9.3 Upon Our request, You shall provide us with such evidence as we shall reasonably require that all premiums due in respect of the insurance policies required under Clause 9.2 have been paid when due.
- 9.4 This Clause 9 shall survive termination of the Contract.



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### 10. THIRD PARTY RIGHTS

- 10.1 You shall, at Your expense, defend any action against Us by any other person in respect of a claim specified in Clause 9.1.2 (an “IP Claim”).
- 10.2 If an IP Claim is successful or We consider that it is likely to be successful, You shall use Your best endeavours to procure for Us the right to continue using the relevant Goods or to receive the relevant Services or modify them in a way acceptable to us so that they are non-infringing.
- 10.3 You shall obtain waivers of all moral rights in respect of the Goods and the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 10.4 Where You develop or acquire any invention, patent, copyright, design right, trade mark or any other intellectual property right(s) in supplying the Goods or providing the Services or Deliverables, such right(s) shall belong to Us and You assign such right(s) to Us by way of future assignment with full title guarantee and agree to execute any document reasonably required to effect such assignment.
- 10.5 This Clause 10 shall survive termination of the Contract.

### 11. CANCELLATION

- 11.1 We shall be entitled to cancel our offer to purchase or acquire all or part only of the Goods and Services and to terminate the Contract in whole or in part by giving notice to You at any time prior to delivery or performance, in which case our sole liability shall be to pay You the Price for Goods already delivered or Services already performed by You with Our written authorisation, plus your irrecoverable costs already incurred in preparing to supply the balance of the Goods and Services up to a maximum of the Price which would otherwise have been payable.

### 12. TERMINATION AND CONSEQUENCES OF TERMINATION

- 12.1 Without affecting any other right or remedy available to Us, We may terminate the Contract with immediate effect by giving written notice to You if:
- 12.1.1 You commit a material breach of Your obligations under the Contract and (if such breach is remediable) fail to remedy that breach within 20 days after receipt of notice in writing to do so;
- 12.1.2 You take any step or action in connection with You entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, 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 Your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 12.1.3 You suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of Your business;
- 12.1.4 Your financial position deteriorates so far as to reasonably justify the opinion that Your ability to give effect to the terms of the Contract is in jeopardy;
- 12.1.5 You undergo a change of Control (as defined in section 1124 of the Corporation Tax Act 2010); or
- 12.1.6 We reasonably apprehend that any of the events specified in Clauses 12.1.1 - 12.1.5 are about to occur in relation to You and notify You accordingly.
- 12.2 Each of our respective rights, liabilities and obligations shall cease on termination or expiry of the Contract save for any provision of the Contract which is expressly or impliedly (including Clauses 7, 8, 9, 10 and 13) to continue in force after termination or expiry of the Contract which continue in force notwithstanding such termination or expiry.

### 13. CONFIDENTIALITY

- 13.1 Each party agrees to maintain confidential the terms of the Contract and all information obtained from the other pursuant to the Contract, to respect the other’s proprietary rights in it, to use it exclusively for the purpose of the Contract and to disclose the same only to its respective directors, officers and employees or professional advisors to the extent that such disclosure is reasonably necessary and proper for the purpose of the Contract, their duties or position.
- 13.2 Each party shall procure that all persons to whom it provides access to any information of the other shall be made aware of and subject to the obligations under this Clause 13.
- 13.3 The obligations imposed by this Clause 13 shall not apply to any information which:



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- 13.3.1 is at the date of the Contract generally known to the public or later becomes generally known to the public otherwise than by reason of breach of the recipient's obligations under these T&Cs;
- 13.3.2 is prior to disclosure under the Contract in the possession of the recipient free of any obligation of confidentiality;
- 13.3.3 subsequent to disclosure under the Contract becomes lawfully available to the recipient from a source independent of the other;
- 13.3.4 is independently developed by a party without recourse to any information supplied by the other party; or
- 13.3.5 either party is required to disclose by law or by the rules of any governmental or other regulatory body (including any applicable stock exchange or by a court or other authority of competent jurisdiction) provided that the party that is required to make the disclosure in question gives the other as much notice of that disclosure as possible and takes into account the reasonable requests of the other in relation to the content of this disclosure.
- 13.4 All materials, equipment and tools, drawings, specifications and data supplied by Us to You together with all Deliverables shall, at all times, be and remain Our exclusive property, but shall be held by You in safe custody at Your own risk and maintained and kept in good condition by You until returned or delivered to Us and shall not be disposed of or used other than in accordance with Our written instructions or authorisation.
- 14. DATA PROTECTION**
- 14.1 We will process all of Your personal data in accordance with Our Privacy Policy which is available on our Website at <https://www.lte-scientific.co.uk/privacy-policy/>.
- 14.2 Each party agrees that, in the performance of its respective obligations under this Contract, it shall comply with the provisions of the General Data Protection Regulation, together with the Data Protection Act 2018 and any other law applicable to the protection of personal data in effect from time to time, in each case to the extent it applies to each of them.
- 15. FORCE MAJEURE**
- 15.1 Neither party will be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if that delay or failure result from events, circumstances or causes beyond its reasonable control (a "Force Majeure Event"). In those circumstances the time for performance will be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed provided that, if such Force Majeure Event continues for a continuous period in excess of 180 days, the other party will be entitled to give notice to the party suffering the Force Majeure Event to terminate the Contract.
- 15.2 We reserve the right to defer the Delivery Date and/or provision of the Services or the date of payment or to cancel the Contract or reduce the volume of the Goods and Services ordered if We are prevented from or delayed in the carrying on of Our business by a Force Majeure Event provided that, if such Force Majeure Event continues for a continuous period in excess of 180 days, You will be entitled to give notice to Us to terminate the Contract.
- 16. ANTI-BRIBERY, MODERN SLAVERY AND TAX AVOIDANCE COMPLIANCE**
- 16.1 Each party shall:
- 16.1.1 comply with all laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall ensure that our employees, representatives, subcontractors and agents comply with such laws;
- 16.1.2 have and shall maintain in place during the continuance of the Contract, its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and each of us will enforce them where appropriate;
- 16.1.3 promptly report to the other any request or demand for any undue financial or other advantage of any kind received in connection with the Contract;
- 16.1.4 upon request, certify to the other, in writing, that it has complied with this Clause 16 and each of us shall provide such supporting evidence of compliance as the other shall reasonably require; and
- 16.1.5 ensure that all persons associated with them in relation to the Contract comply with this Clause 16.
- 16.2 Each party may disclose the Contract and any information that it obtains in connection with it to any government agency or regulatory authority, or other persons that it reasonably determines, have a need for such information in connection with the Bribery Act 2010.
- 16.3 Each party will ensure that it shall comply in all respects with all applicable legal, regulatory and other requirements relating to anti-corruption and modern slavery including the Criminal Finances Act 2017 and the Modern Slavery Act 2015 and any equivalent legislation in any other jurisdiction in which the relevant party operates.



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### 17. GENERAL

- 17.1 Our failure or delay to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect Our right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 17.2 The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.
- 17.3 Any notice or communication in writing required or permitted to be served on or given to either party under the Contract shall be sent to the other party at its address which it has last notified to the sending party prior to the date of the notice and shall be deemed to have been served or given when actually received or, if sent by mail to such address and returned marked "gone away" or "not known" or to the like effect, on return of such mail.
- 17.4 The Contract is personal to You and You may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without Our prior written consent.
- 17.5 We may at any time assign, transfer or deal in any other manner with any or all of Our rights and obligations under the Contract.
- 17.6 The relationship between You and Us shall be that of independent contractors and nothing in the Contract or in any document referred to in it shall be deemed to constitute a partnership between either party and any other person.
- 17.7 The Contract contains all the terms agreed by the parties relating to the subject matter of the Contract and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation (unless made fraudulently), undertaking or promise shall be taken to have been given or been implied from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract.
- 17.8 In the event of any conflict between the provisions of the Contract and of any other document referred to in it, the provisions of the Contract shall prevail.
- 17.9 The construction, validity and performance of the Contract is governed by the law of England and the parties accept the jurisdiction of the English Courts. You shall have the right to commence proceedings solely in the English Courts but We shall have the right to commence proceedings either in the English Courts or in the courts of the country in which the Goods are delivered or manufactured or the Services are provided or which otherwise have jurisdiction.