



These terms and conditions of sale apply to all divisions of Ecolab Limited, except for (1) Pest Division; and (2) Bioquell (of the Life Sciences Division), which have their applicable terms and conditions of sale available under the "United Kingdom and Ireland" section @ www.ecolab.com/pages/tac .

Ecolab's Terms and Conditions of Sale

DEFINITIONS

In these conditions the following words have the meanings shown

"Conditions" means these terms and conditions.

"Contract" means the contract between us and you for the sale and purchase of Goods and/or supply of Services which incorporates the terms of the Order, these Conditions and any Special Conditions.

"Goods" means Goods, Equipment and Loan Equipment described in the Order or sundry invoices for Services provided.

"Loan Equipment" means equipment used to dispense our chemical products comprised in the Goods, or to control their dosage.

"Minimum Quantity" means the minimum quantity of Goods to be included in an Order so as not to incur delivery charges.

"Non-Stock Items" means Goods which are manufactured or packaged to your individual requirements including but not limited to own label products, special formulations and unique pack sizing.

"Order" means an order placed by you for Goods and/or Services.

"Price" means the price of the Goods and /or the charge for the Services.

"Services" means those services to be provided by us as set out in the Order.

"Special Conditions" means those conditions which the parties have expressly agreed in writing shall apply to a particular Contract.

"Us" "us" "We" "we" "Our" "our" means the Ecolab company identified in the Contract.

"You" "you" "Your" "your" means the party to whom a tender or quotation is addressed or whose order is accepted by us.

GENERAL

- 1.1 The Conditions shall apply to all Contracts to the exclusion of all other terms & conditions contained in, endorsed upon or delivered with, any purchase order, order confirmation, specification or other document you give to us none of which will form part of the Contract and you waive any right which you otherwise might have to rely on such terms & conditions.
- 1.2 All Orders shall be deemed to be an offer by you to purchase Goods and/or Services on these Conditions and any Special Conditions agreed in writing between us and you.
- 1.3 We shall not be deemed to accept any Order you submit unless and until we confirm acceptance of the Order in writing or commence performance of the Services, whichever occurs first, at which point the Contract shall come into existence.
- 1.4 Any variations to the Conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing by one of our directors or divisional managers.

- 1.5 If you seek to rely on any statement or representation that we, our servants or agents have made to you, other than those in the documents enclosed with our quotation or acknowledgement of order, then you must set out that statement or representation in a document to be attached to or endorsed on the Order and in any such case we may confirm, reject or clarify the point and submit a new quotation.
- 1.6 Our quotations shall be open for acceptance for a period of 14 days from the date shown on the quotation unless during that period and before you accept it, we give you notice withdrawing the quotation. Any quotation, offer or tender is for the entirety of the Goods and/or Services referred to in it. We are not obliged to accept an Order from you for reduced quantities and we may alter the pricing from what appeared in the original quotation if you wish to reduce quantities, alter delivery times or consignments.
- 1.7 Any communications by either party to the other shall, unless otherwise provided in the Contract, be sufficiently made if sent by first class post, postage paid, by e-mail, or facsimile transmission to the address of the other party specified for this purpose in these conditions, or to any other address as either party may substitute by written notice to the other, and shall, unless otherwise provided in the Contract, be deemed to have been made on the day on which such communications ought to have been delivered in due course of postal, e-mail, or facsimile transmission.
- 1.8 Except as otherwise provided in the Conditions neither we nor you shall, without the previous consent in writing of the other, assign the Contract or its obligations under the Contract.
- 1.9 The Contract is the entire agreement between us and you in relation to its subject matter and shall not be contradicted by evidence of any oral, other or prior agreement, understanding, representation or warranties expressed or implied.
- 1.10 The invalidity, illegality or unenforceability of any term or condition of the Conditions shall not affect the validity, legality or enforceability of any other term or condition of the Conditions.
- 1.11 In the event of any conflict between the Order, the Conditions and any Special Conditions, the order of precedence shall be (i) the Special Conditions, (ii) the Conditions, and (iii) the Order.

PRICES

- 2.1 The Price shall be the price set out in Our then-current published price list and/or rate card (as the case may be) in force as at the date of the relevant Order.
- 2.2 All Prices for Goods and/or Services, unless otherwise stated include free delivery in mainland UK, Northern Ireland and Republic of Ireland (see Conditions 2.5 and 2.6 for extra charges) and are exclusive of VAT and any other applicable tax.
- 2.3 We may from time to time vary the Price of the Goods and/or Services. We will endeavour to give you as much notice of any increase as is practicable. Goods and/or Services will be invoiced at the Price applicable as at the date the Goods are appropriated to the Contract, or the Services are to be provided, unless we have otherwise agreed with you in writing the Price for the Goods and/or Services.
- 2.4 We do not supply Goods on a sale or return basis.

- 2.5 In the case of Goods delivered in 200 litre drum sizes, transitanks and pallets, the drums, transitanks and pallets remain our property and you must return them to us. If you fail to return the drums, transitanks or pallets within a reasonable time and in good condition then we may charge you for the cost of a new drum, transitank or pallet, as the case may be.
- 2.6 Where you order less than the Minimum Quantity of the Goods or in the event that you require an urgent delivery for example, on a short lead time or outside normal business hours, then we shall be entitled to charge for such delivery.
- 2.7 In respect of orders of less than the Minimum Quantity, unless agreed otherwise, the following charges shall be added to the Price:

a) Orders in Euros: Between €300 - €500 value there would be a €75 delivery charge added to order Under €300 value there would be a €150 delivery charge added to order Over €500 – no delivery charge

For bulk deliveries – surcharge of €140 will be applied to order in case the order is less than 4000kg.

(b) Orders in GBP Pounds: Between £300 - £500 value there would be a £75 delivery charge added to order Under £300 value there would be a £150 delivery charge added to order Over £500 – no delivery charge

For bulk deliveries – surcharge of £140 will be applied to order in case the order is less than 4000kg.

TERMS OF PAYMENT

- 3.1 Unless we otherwise agree in writing, payment shall be due and payable net 30 days from the date of invoice.
- 3.2 We may submit our invoice with our delivery advice note or at any time afterwards save that where delivery has been postponed at your request or by your default then we may submit our invoice at any time after the Goods are ready for delivery or would have been ready in the ordinary course but for your request or default.
- 3.3 Where Goods are delivered by instalments we may invoice each instalment separately and you shall pay such invoices in accordance with the Conditions.
- 3.4 If you have a bona fide dispute in respect of any invoice you will notify us in writing within 7 days of receipt of the invoice and will pay the undisputed part of the invoice.
- 3.5 You shall make all payments due under the Contract without deduction whether by way of set off, counterclaim or otherwise, unless we agree such deduction in writing in advance.
- 3.6 All amounts payable to us under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 3.7 In the event of your failure to pay in accordance with this Condition 3, we shall be entitled without prejudice to any other right or remedy: (a) to suspend all further deliveries of the Goods; (b) to suspend performance of the Services and we shall then

not be obliged later to perform those routine or scheduled services that would have been carried out during the period of such suspension; and/or (c) to charge interest on any amount outstanding (both before and after judgment) in accordance with the Late Payment of Commercial Debts (Interest) Acts 1998.

- 3.8 Any scheduled Services not carried out whilst payment is overdue will not be performed retrospectively.

DELIVERY

- 4.1 We shall make delivery of the Goods in such manner and to such places as set out in the Order unless we have agreed with you in writing any alternative arrangements. We may deliver by instalments and any breach in relation to one or more instalments shall not be treated as a breach of the Contract as a whole.
- 4.2 The times we give you for delivery of the Goods are as estimated as accurate as possible while time of delivery of the goods and services will not be of the essence. You will have no right to damages or to cancel any Order for our failure for any reason to meet any delivery time stated.
- 4.3 We may deliver the Goods before the delivery date by giving you reasonable notice and you will not refuse delivery for this reason. You will accept delivery of the Goods during the hours of 06.30 – 19.00, unless otherwise agreed in writing by us.
- 4.4 If you fail to give any necessary information, final instructions or approvals to us this may result in delay in delivery for which we shall have no liability.
- 4.5 If you fail to take delivery of or to make payment in respect of any one or more instalment of Goods delivered under the Contract or a series of Contracts we shall be entitled to treat the whole Contract as repudiated by you.
- 4.6 We shall endeavour to comply with your reasonable requests for postponement of delivery, but shall be under no obligation to do so. Where delivery is postponed otherwise than due to our default, you will pay all resulting costs and expenses including a reasonable charge for storage and transportation and you will pay for the Goods in accordance with the Contract.
- 4.7 Unless expressly agreed otherwise, the packaging we supply is intended to provide adequate protection throughout normal conditions of transit of usual duration.
- 4.8 You will provide at your expense adequate and appropriate equipment and manual labour for off-loading the Goods.

RISK AND TITLE

- 5.1 Risk will pass to you (so that you are responsible for all loss, damage or deterioration to the Goods) on delivery. Delivery for Goods despatched shall be to your designated point of delivery where you will provide appropriate unloading facilities. Unless otherwise agreed, deliveries will be on a DAP (delivery at point) basis (applicable Incoterms). This provision applies equally to part deliveries of the Goods.
- 5.2 Title to the Goods shall only pass to you upon the happening of one of the following events:

- 5.2.1 you have paid to us all sums due and payable under the Contract and all other Contracts between you and us; or
- 5.2.2 when we serve notice on you in writing specifying that title in the Goods or a portion of them has passed to you.
- 5.3 We may recover Goods in respect of which title has not passed to you at any time and you hereby licence us, our officers, employees and agents to enter upon any premises of yours for the purpose either of satisfying ourselves that you are complying with Conditions 5.4 and 5.5 or of recovering any Goods in respect of which title has not passed to you.
- 5.4 Until title to the Goods has passed to you, you will hold the Goods as our bailee; will store the Goods separately from other Goods and will ensure that they are clearly identifiable as belonging to us.
- 5.5 You will keep the Goods properly protected and insured on our behalf for the full price of the Goods against "all risks" to our reasonable satisfaction and upon request produce the policy of insurance to us.
- 5.6 Before title has passed to you, you may use the Goods to a third party on an arms length basis, but such third party will acquire no contractual rights against us.
- 5.7 Nothing in these Conditions shall change your obligation to pay for the Goods. Notwithstanding that title may not have passed we may sue for the price of the Goods.

CANCELLATION AND RETURNS

- 6.1 You have no right to vary or cancel a Contract. We shall only agree to a cancellation or variation on condition that you will immediately pay to us all costs and expenses we have incurred up to the time of such variation or cancellation and all our loss of profits and other loss or damage resulting by reason of such cancellation or variation.
- 6.2 You cannot return Non-Stock Items to us for credit.
- 6.3 If we, at our sole discretion, accept the return for credit of Goods correctly supplied, you will pay the then current handling charge.
- 6.4 Before we issue any credit, you must quote the original delivery note number, contract number or invoice number of the Goods in respect of which you seek a credit.

LOSS AND SHORTAGES

- 7.1 You will inspect the Goods within three working days following their delivery and shall have no claim for loss or shortages unless you inform us in writing immediately following such inspection, specifying the loss or shortage.
- 7.2 If you do not make a complaint to us within the time specified in Condition 7.1 then we will be deemed to have delivered the correct quantity and you shall be bound to pay for them.
- 7.3 We shall not be liable for breach of contract in the event that the quantity of the Goods we supply in any delivery is within 5% above or below the amount we agreed to deliver. Subject to the above, our liability for shortages of more than 5% of the quantity of the Goods to be delivered shall be limited to supplying sufficient Goods to make up the

shortfall within a reasonable time or by agreeing with you that the balance of the Goods outstanding are no longer required and the order is regarded as completed or by issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

DAMAGE IN TRANSIT

- 8.1 Should your inspection pursuant to Condition 7.1 above reveal damaged or defective Goods then you must notify us as stipulated in that Condition, or if such damage or defects were not reasonably apparent upon inspection following delivery, then you must notify us in writing as soon as such inspection takes place and in any event within three working days of such discovery. You will then provide us with access and facilities to inspect the Goods, if we request this. If the damage to the Goods is apparently due to damage in transit then you will also notify the carriers.
- 8.2 The provisions of Condition 9 below shall also apply to damaged or defective Goods.

GUARANTEE CONDITION

- 9.1 All Goods, at the time of delivery to you, and for a period following delivery until the best before date (shelf life or expiry date) stated on the Goods or, if no best before date is shown, for a period of: (i) 12 months; or (ii) any longer term that may apply by law for regulated products, whichever occurs first, will in all material respects meet our standard written specifications then in effect and will be fit for the uses and purposes described in our product literature.
- 9.2 We shall not be liable for a breach of the warranty in Condition 9.1 unless:
- 9.2.1 you give written notice of the defect to us, and (if the defect is as a result of damage in transit in accordance with Condition 8.1 above), to the carrier: (i) in the case of a defect that is apparent on normal visual inspection, immediately following delivery; and (ii) in the case of a latent defect, within a reasonable time after the time when you discover the latent defect or ought to have discovered the latent defect; and
- 9.2.2 you give us a reasonable opportunity, after receiving the notice, to examine such Goods and you (if we ask you to do so) return such Goods to our designated returns address for the examination to take place there, at our expense or make them available for us or our agents to collect. We reserve the right to charge for the costs of collection or return in the event the Goods are found not to have breached the warranty contained in Condition 9.1.
- 9.3 We shall not be liable for a breach of the warranty in Condition 9.1 if:
- 9.3.1 you make any use of the allegedly defective Goods after giving such notice; or
- 9.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- 9.3.3 you alter or repair such Goods without our written consent.
- 9.4 Subject to Conditions 9.2 and 9.3, if any of the Goods do not conform with the warranty in Condition 9.1 we shall, at our option, repair or replace such Goods (or the defective

part) or issue a credit note for the price of such Goods at the pro rata contract rate provided that, if we so request, then you shall return the Goods (or the part of such Goods which is defective) to us.

- 9.5 Other than as set out in Condition 9.4 we shall have no further liability to you, and you shall have no further remedy, for a breach of the warranty in Condition 9.1 in respect of Goods.
- 9.6 We warrant that we will perform the Services with reasonable skill and care and in accordance with the Order in all material aspects.
- 9.7 To the maximum extent permitted by law, all other warranties, express or implied, including any warranty for merchantability or fitness for a particular purpose, are hereby disclaimed.

LIMITATION OF LIABILITY

- 10.1 Save as otherwise set out to the contrary in these Conditions, the following provisions of this Condition 10 set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise howsoever.
- 10.2 Nothing in this Condition 10 shall limit Your payment obligations under the Contract.
- 10.3 Nothing in these Conditions shall limit or exclude the liability or remedy of either party:
 - 10.3.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
 - 10.3.2 for fraud or fraudulent misrepresentation;
 - 10.3.3 for wilful or deliberate default;
 - 10.3.4 for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 10.3.5 arising in respect of a defective product by virtue of the Consumer Protection Act 1987; or
 - 10.3.6 for any act, omission or matter, liability for which may not be excluded or limited under applicable law.
- 10.4 Subject to Conditions 10.3, neither party shall have any liability to the other, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, for any loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss whatsoever arising out of or in connection with the Contract.
- 10.5 Subject to Conditions 10.3 and 10.4, Our total liability to You arising under or in connection with the Contract for any claim or claims, whether arising in contract, tort

(including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, shall in all circumstances be limited:

10.5.1 in the event that either:

10.5.1.1 the Goods supplied consist of equipment or Loan Equipment; or

10.5.1.2 the Services relate to the installation of Goods or Loan Equipment at Your property,

in each 12 months period of the Contract (the first of which commences on the date of the Contract) (each a "Contract Year") to amount equal to the greater of: (i) the relevant invoice(s) to which the breach(es) of contract and loss pertains; and (ii) £100,000, in aggregate; and

10.5.2 in respect of any other type of liability, in each 12 months period of the Contract (the first of which commences on the date of the Contract) (each a "Contract Year") to amount of £100,000, in aggregate.

DATA AND TECHNICAL INFORMATION

11 Unless agreed in writing to be a contractually binding commitment, any illustrations, performance details, examples of applications and methods of assembly and all other technical data in such literature are based on experience and upon trials under test conditions and are for illustrative purposes only. In any event, no such information shall form part of the Contract unless you shall have complied with Condition 1.6 above.

INSOLVENCY

12 If you make a composition or voluntary arrangement with your creditors or (being an individual or firm) you become bankrupt or (being a company) you enter administration or go into liquidation (otherwise than for the purposes of reconstruction or amalgamation) or a moratorium comes into force or an encumbrancer takes possession or a receiver or manager is appointed of all or any part of your assets or undertaking, or you cease or threaten to cease to trade, or we reasonably apprehend that any of the above events is about to occur then we may cancel the Contract in whole or in part or suspend deliveries without incurring any liability to you and without prejudice to any right or remedy accrued or accruing to us. If Goods have been delivered or Services performed but not paid for the Price shall become immediately due and payable notwithstanding any earlier agreement or arrangement to the contrary.

FORCE MAJEURE

13 Force Majeure" means any event including but not limited to, fire, explosion, flood, storm, Act of God, pandemic, epidemic, governmental acts, orders or regulations, imposition of tariff(s), trade barrier(s), restrictions, requirements to obtain authorizations, registrations, listings or other administrative procedures by governmental authorities, disruption in transportation, disruption in the procurement of

materials, exchange rate fluctuations, hostilities, civil disturbances, strikes, (whether of the party asserting Force Majeure or of third parties), unexpected unavailability of staff, machinery breakdown, inability to obtain necessary materials from usual sources of supply, shortage of transport facilities or delays in transit or any other circumstances whatsoever and howsoever arising (whether or not of a class or kind before mentioned) beyond its reasonable control.

- 14 Neither party shall be liable under this Contract whenever and to the extent to which the fulfilment of its obligations is prevented, frustrated, impeded and/or delayed as a consequence of Force Majeure and the delivery date shall be extended by a period equal to the duration of the Force Majeure event plus a reasonable time to overcome the consequences of the Force Majeure event.
- 15 The party affected by Force Majeure undertakes to use its reasonable endeavours to overcome the effects of the Force Majeure event..

CONSUMER PROTECTION ACT 1987 (“the Act”)

- 16 In circumstances where we supply Goods to you for incorporation with, or use ancillary to, any composite products to be produced, manufactured, processed or supplied by you then:
- 16.1.1 you will immediately on demand produce for our inspection copies of all written instructions, information and warnings to be supplied by you in relation to such composite products provided nevertheless that such inspection or right to inspect shall not of itself constitute our acceptance or approval of such instructions, information or warnings;
- 16.1.2 you will indemnify us and keep us indemnified in full and hold us harmless on demand from and against any and all losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis) that we may suffer or incur or for which we may become liable arising out of or in connection with any claim is or claims against us pursuant to the Act or otherwise, relating to such composite products in circumstances in which the products we supplied were either:
- (i) not the defective part of such composite products; or
 - (ii) only rendered the composite product defective by reason of your actions or omission; or
 - (iii) only rendered the composite product defective by reason of instructions or warnings given by you or another supplier of the composite parts of the composite product or products; or
 - (iv) in accordance with specifications you had given to us.
- 16.2 For the purposes of this condition the word “defective” shall be interpreted in accordance with the definition contained in the Act.
- 16.3 You hereby acknowledge that you are under a duty to pass on to your customers (where appropriate) all instructions, information and warnings supplied by us with the Goods.

CONFIDENTIAL INFORMATION, INDUSTRIAL PROPERTY RIGHTS AND INTELLECTUAL PROPERTY RIGHTS

- 17.1 We supply all drawings, designs, documents, confidential records, computer software and other information on the express understanding that we reserve all copyright and design rights and that you will not without our written consent either give away, loan, exhibit, or sell any such drawings, designs, documents, records, software or other information or extracts from or copies of them or use them in any way except in connection with the Goods and for the purposes for which they are issued.
- 17.2 You must notify us immediately of all claims which you receive for alleged infringement in respect of patents, trade marks, registered or unregistered design or copyright in connection with our Goods and will keep us fully informed of the conduct of such claims.
- 17.3 You will do nothing to harm or damage the reputation of our company, nor denigrate or improperly use our registered trade marks; nor do anything that detracts from our brand image; nor misuse or adapt our logos or copyright materials and you will inform us immediately if you discover someone else is doing so.

LOAN EQUIPMENT

18. The following provisions apply to all Loan Equipment that we may supply to you on a free-of-charge basis:

- 18.1. the Loan Equipment remains our property at all times. You will not cover or remove any of our branding on the Loan Equipment nor any labels or markings as to our ownership of it.
18. 2 the Loan Equipment has been designed for and you will exclusively use it only with the Goods.
18. 3. we will, without charge, replace or repair any part of the Loan Equipment that wears out or becomes defective, but only as the result of normal operation or use in accordance with any user manual provided.
- 18.4. you will not allow anyone, other than our duly authorised representative or someone nominated by that representative, to remove or repair the Loan Equipment.
18. 5. in the event that you cease to buy Goods for use in the Loan Equipment or should you use others' products in breach of the above, we may remove the Loan Equipment from your premises where it was installed and you will give us access to enable us to do so as well as such facilities (e.g. electricity) as we may reasonably need to do so.
- 18.6. you will be liable for the cost of the Loan Equipment if it is lost or stolen, or damaged through misuse outside what may be considered normal operating conditions.
- 18.7. In the event of cancellation of the Contract all costs incurred up to the date of cancellation will become due as per condition 6.1 above
- 18.8. You will provide a minimum of 30 days' notice to enable us to recover the above equipment.

Termination

- 19 If you

- a) shall fail to pay to us any sum due under its Contract within 14 days from written notice; or
- b) shall commit a material breach of any provision of this Contract (other than as to payment) or persistent breaches of any provision of this Contract; or
- c) shall fail to notify us of any change which we reasonably deem to be of a material nature in relation to the Contract; or
- d) being a company, shall have a petition presented to its winding-up or for the appointment of an Administrator or if a resolution shall be passed for its winding-up or a Receiver or an Administrative Receiver shall be appointed over all or any of its assets or a proposal shall be made for a voluntary arrangement regulating its affairs; or
- e) being a partnership, the partnership shall be dissolved, or a Receiver appointed over the partnership or over any of its assets; or
- f) being an individual, an application shall be made for an interim order in respect of the Client

then and in any such event we may by notice to the you at any time thereafter terminate the Contract with immediate effect.

- 20 Termination of this Contract other than in accordance with clause 2 hereof shall not entitle you to be refunded any sum previously paid to us.
- 21 Following termination of this Contract for whatsoever reason we shall be under no further obligation to provide the Service/Goods to you.
- 22 Any termination of this Contract shall not prejudice any rights of the parties which shall have accrued prior thereto.

Notices

- 23 Any notice required to be given hereunder shall be in writing and may be given personally or by sending the same by facsimile machine or telex or express pre-paid registered post in the case of us: Ecolab Ltd, attn: Legal Department, Winnington Avenue, Northwich CW8 4DX - UK or such other address as we may from time to time have notified to you and in Your case to You at the address specified overleaf or such other address as You may from time to time notify to us. Any notice if so posted shall be deemed to have been given five days after the date of posting. Any notice if so sent by facsimile machine or telex shall be deemed to have been given twenty-four hours after the time of sending provided it is confirmed by a notice in writing sent by post as aforesaid or given personally.

MISCELLANEOUS

- 24.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 24.2 Any failure or delay by either of us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of our other rights under the Contract.

- 24.3 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.
- 24.4 The headings of the conditions of this Contract are for convenience only and shall not affect their interpretation.
- 24.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and we both submit to the exclusive jurisdiction of the English courts, save that we shall be entitled to initiate proceedings against you in any other jurisdiction in which you trade in the Goods and you will not object to us doing so.