



TK Components Limited
 Cranberry Drive, Denton,
 Manchester, M34 3UL
Tel: 0161 336 3636
Fax: 0161 336 3638

Dear Sir or Madam,

Please find enclosed a Trade account application form.

The declaration below needs to be signed by a Director/Proprietor of the company.

We only open Trade Accounts to customers who are in the Kitchen, Bedroom and Bathroom industry. Therefore we will require two forms of proof i.e. utility bill, invoice from supplier, your website details, Company registration number (for Limited companies) etc, to confirm that you are in fact in the KBB industry.

Please return the completed form as soon as possible. We do require all pages of the original forms to be sent by post. However, as it can take 5-7 working days for your application to be processed fully, you can email or fax the form in the first instance so the process can start immediately, with the original document following in the post.

If you have any questions whatsoever please do not hesitate to contact us.

Yours faithfully,
 Internal Business Development Department

Tel: 0161 336 3636
 Fax: 0161 336 3638

The General Data Protection Regulation (GDPR) 2018 (“The Act”) – Information Notice

Words shown in italics have the meaning given by the Act. *Data* relating to you as an individual or to individuals within your organisation (“*personal data*”) may be *processed* by us as *data processors* and *data controllers* for the purpose of carrying out our business and will be held securely in confidence. We may disclose your *personal data* to third parties such as insurers, credit insurers, credit reference agencies and other carefully selected parties, who may *process* your *personal data* as *data processors* and *data controllers* for the purpose of carrying out insurance, risk assessments, credit management and other associated activities. We may also receive *personal data* on you from such third parties. Your *personal data* may be *processed* within or outside the European Economic Area, but always in strict compliance with the Act. We or such third parties may contact you with details of other products in writing, electronically, by telephone or by other means. By providing us with your *personal data*, you consent to our *processing* of such *data* as described in this notice.

You have the right of access to the *personal data* we hold on you, and you have the right to rectify such *data* if inaccurate or *processed* unfairly. If you wish to exercise these rights, please write to us with details of your request.

For more information on your rights or definitions used in this notice, please see the UK Information Commissioner’s website at www.ico.gov.uk.

By signing below, you agree to the following:

- You hereby request to open a Trade Account on the terms and conditions stated in this document (8 pages in total)
- You understand and agree to the adhere to the terms and conditions stated in this document (8 pages in total)
- You authorise TK Components Ltd to process *personal data* as set out in this notice

Signed:	
Print Name:	
Position:	
Date:	

TK COMPONENTS LIMITED TRADE ACCOUNT APPLICATION FORM

Part A – To be completed by all customers			
Trading Name:			
Trading Address:			
		Post Code:	
Invoice Address (if different from above):			
		Post Code:	
Telephone number - Landline:		Mobile:	
Email Address			
Would you like to receive your invoices electronically to the email address above?			Yes <input type="checkbox"/> No <input type="checkbox"/>
TKC may email you from time to time with marketing and service updates. Tick this box to give your consent for TKC to use the above email address for these purposes:			<input type="checkbox"/>
Delivery opening times:			
Type of business:	Local builder <input type="checkbox"/>	Manufacturer <input type="checkbox"/>	Retail/Showroom <input type="checkbox"/> National organisation <input type="checkbox"/>
Approx. Annual spend on kitchen components:		£	
How did you find out about TKC?	Recommendation/word of mouth <input type="checkbox"/>	Area Sales Manager visited me <input type="checkbox"/>	
Found you via the web <input type="checkbox"/>	Read about you in the press <input type="checkbox"/>	Other (please state below) <input type="checkbox"/>	
Part B – for Limited Companies only			
Registered Office Address:			
		Post Code:	
Company Registration Number:			
Holding Company (if applicable):			
Date of Incorporation:			
Part C – for Sole Traders/Partnerships only			
We require the full names and private addresses of proprietors or partners			
First Name:		Surname:	
Address:			
		Post Code:	
Date of birth:			
First Name:		Surname:	
Address:			
		Post Code:	
Date of birth:			
Part D – for ALL Customers			
Proof of KBB Industry			
Please enclose or provide details for two of the following (please tick):			
Company Utility Bill	<input type="checkbox"/>	Website address	www.
Invoice from supplier in KBB industry	<input type="checkbox"/>	Company Registration Number	
Other (please provide details):			

TK COMPONENTS LTD TERMS AND CONDITIONS OF SALE

Your attention is drawn in particular to the provisions of clause 9 and clause 5.5

1. Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 10.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as received by the Supplier.

Special Order: the Customer's order for Goods, as received by the Supplier, which has required the Goods to be specifically made to measure to fit the Customer's bespoke requirements.

Specification: any specification for the Goods, including any related plans and drawings that have been supplied by the Supplier or, if supplied by the Customer have been agreed in writing by the Supplier.

Supplier: TK Components Limited (registered in England and Wales with company number 02320087) or its subsidiaries or other companies.

1.2 In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and e-mails.

2. Basis of contract

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

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order, and any applicable Specification submitted by the Customer are complete and accurate; Goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.

2.3 The Order shall only be deemed to be accepted when the Supplier acknowledges they have accepted the Order, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

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

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.

3. Goods

3.1 The Goods are described in the Supplier's literature whether electronic or hard copy.

3.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. Delivery

4.1 The Supplier shall ensure that:

- (a) each delivery of the Goods is accompanied by a despatch note or invoice as appropriate which shows the invoice number and the date the invoice was raised, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the despatch note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Alternative Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

4.3 The Customer shall collect the Goods from the Supplier's premises at Unit 3, Cranberry Drive, Denton, M34 3UL or the delivery of the Goods shall be completed on the Goods' arrival at the location set out in the Order or the Alternative Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier excludes all warranties in this regard.

4.5 Notwithstanding clause 4.4 if the Supplier fails to deliver the Goods when the supplier has specifically agreed to deliver the Goods on a specific date, the Customer has the right to terminate the Order if the Supplier cannot deliver within the estimated time of delivery, the Customer has the right to terminate the Order but cannot claim any other costs and expenses, the Supplier has no further liability. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to accept delivery of the Goods within seven Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the seventh Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If 14 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 10% less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:

- (a) conform in all material respects with the Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and suitable for use in a normal domestic family setting .

5.2 Subject to clause 5.3:

- (a) if the Customer gives notice in writing to the Supplier within 7 business days of the Delivery Date that some or all of the Goods do not comply with the warranty set out in clause 5.1, the Supplier will not accept or consider any complaints reported after this date;
- (b) if the Goods are damaged the Customer must send a photograph to the Supplier and the Supplier will consider whether to send a carrier to collect the Goods if they are damaged; and
- (c) if the Supplier is required to collect the Goods, the Customer will be notified within 5 days of the date the Goods are to be collected; and
- (d) the Supplier is to be given a reasonable opportunity to examine such Goods; and
- (e) it is at the Supplier's discretion as to whether a handling charge of £200 is charged to the Customer if they return Goods damaged found to be damaged by themselves. If the Goods are in a condition where they cannot be sold the Goods will be returned to the Customer and the handling charge will be charged; and
- (f) the Goods should be returned in their original packaging; and

(g) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. The Supplier will not be responsible for any associated costs in relation to the replacement of defective Goods. If the Goods are a Special Order and are found to have been damaged by the Customer the Goods will be returned to the Customer and a handling charge will be collected.

5.3 In the Event that the Supplier is required by the Customer to attend and inspect the Goods after delivery to the Customer and damage is found to the Goods for which the Supplier is responsible no charge for the site visit will be levied. If there is damage to the Goods, or part thereof, for which the Customer is responsible the Supplier may raise an invoice for £200 for each such site visit

5.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods (including all instructions in the technical guide and the door care guide as published by the Supplier) or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer works, alters, tailors or repairs such Goods (including drilling the Goods) without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- (f) the defect arises as a result of the Customer using the Goods in circumstances, or in an environment, in which the Goods were not intended by the manufacturer of the Goods to operate in; or the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 **Natural aging of the Goods means that they will patina over time; the Supplier is unable to guarantee that any replacement product will be of an identical match to the original colour and/or finish of the Goods originally purchased by the Customer. In the event that any replacement product is supplied pursuant to clause 5.1 above then our liability will be limited to the purchase price paid by you of the product you are seeking to replace. In the event that such product is not supplied pursuant to clause 5.1 then the Supplier accepts no liability as to conformity of the Goods supplied to previous Goods supplied.**

5.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and
- (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Price and payment

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

7.2 The Supplier may, by giving notice to the Customer at any time up to 28 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods (including unloading of Goods), which shall be invoiced to the Customer.

7.4 The price of the Goods is exclusive of amounts in respect of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.5 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.6 The Customer shall pay the invoice in full and in cleared funds by the due date as stated on the invoice. Payment shall be made to the bank account nominated in writing by the Supplier, or by cash, credit card or cheque. Time of payment is of the essence.

7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**due date**), then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8. Customer's insolvency or incapacity

8.1 If the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

8.2 For the purposes of clause 8.1, the relevant events are:

- (a) the Customer 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;
- (b) the Customer 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 Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer];
- (c) (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 Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the Customer 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;
- (f) (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 Customer;
- (g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(h) (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

- (k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer 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.

8.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

9. Limitation of liability

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 Subject to clause 9.1:

- (a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 150% of the price of the Goods.

10. Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

11. General

11.1 **Assignment and subcontracting.**

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.2 **Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.3 **Severance.**

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- (b) 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.

11.4 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it 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.

11.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

11.6 **Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

11.7 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.