

<p>1 GENERAL</p> <p>1.1 These General Conditions of Sale ("Conditions") contain the entire agreement in connection with and shall be applicable to all offers, sales and deliveries of Products and/or Services by Seller and may only be modified or supplemented by separate written agreement between Seller and Buyer. All other terms and conditions, express or implied, present or historic (including any statements made in any brochure, website or advertising literature of Seller) are excluded, save in the case of fraud. Unless expressly and specifically agreed in writing to the contrary, Seller will not contract with Buyer on these terms and conditions and will not accept any subsequent terms and conditions of Buyer. An agreement shall only be concluded after Seller has given written confirmation of its acceptance of an order.</p> <p>1.2 In these Conditions, terms defined in the current edition of Incoterms have, unless otherwise specified, the same meaning and:</p> <p>"Affiliate" means, in relation to any company or unincorporated organisation, a company or unincorporated organisation which controls, is controlled by or is in common control with it;</p> <p>"Buyer" means the person or entity buying the Products and/or Services or, if agent for another, that person or entity and the other jointly and severally;</p> <p>"Products" means the products and any part of them described in Buyer's purchase order and include their standard packaging and any replacement products;</p> <p>"Seller" means Akzo Nobel Aerospace Coatings Limited, a division of Akzo Nobel Car Refinishes B.V.;</p> <p>"Services" means that technical advice (if any) given by or on behalf of Seller in connection with the Products, whether being specific advice given to Buyer or whether in any of Seller's technical literature including any advice given by any technical representative of Seller made available by Seller at Buyer's site or at any third party premises for this purpose;</p> <p>"Specification" means that specification (if any) included in Buyer's purchase order or any other written specification expressly accepted by Seller.</p> <p>2 DELIVERY AND/OR PERFORMANCE</p> <p>2.1 Each and every purchase order from Buyer is a contractual offer by Buyer to purchase the Products and/or Services specified in the purchase order and incorporates these Conditions. The purchase is order is deemed to have been accepted by Seller only if Seller either (i) accepts the purchase order with an order acknowledgement; or (ii) materially performs its obligations under the purchase order. If Seller requires further information from Buyer, the purchase order shall not be deemed to have been accepted until and unless Buyer has provided the requested information and Seller has expressly accepted the provided information.</p> <p>2.2 Once accepted by Seller, purchase orders may not be cancelled by Buyer without Seller's prior written agreement and Buyer agrees to indemnify Seller, in full, for all costs incurred by Seller as a result of the order's cancellation.</p> <p>2.3 Delivery or despatch or performance dates quoted are given by Seller in good faith, but time of delivery, despatch or performance shall not be of the essence. Seller will use reasonable endeavours to deliver the Products and/or perform the Services on the specified date, but failure to deliver the Products and/or perform the Services on the specified date shall not entitle Buyer to claim any damages, losses, costs or expenses, or to terminate the contract.</p> <p>2.4 Seller may reduce quantities delivered to Buyer if sufficient stock is unavailable for Buyer's order. Seller may deliver in instalments, each of which will constitute a separate contract. Any failure to deliver an instalment or any claim by Buyer in respect of an instalment will not entitle Buyer to repudiate the whole contract.</p> <p>2.5 Unless otherwise agreed in writing by Seller, delivery shall be DAP and Buyer is responsible for unloading of Products.</p> <p>2.6 Packaging is not returnable unless otherwise agreed in writing by Seller. Any special packaging requirements will incur an additional charge.</p> <p>2.7 Save for clause 8, each delivery and/or performance shall be treated as a separate contract. Unless otherwise expressly agreed in writing Seller may deliver and/or perform in part and any failure to perform or deliver or any related breach of contract by Seller shall not affect any other delivery and/or performance. Buyer shall take delivery of Products on any day up to the date quoted or agreed by Seller or (if none) within a reasonable time. Buyer shall bear all storage and other costs (including insurance) arising from Buyer's failure to comply with the contract.</p>	<p>2.8 Conclusive evidence of delivery shall be (i) if Products are sold FAS, FOB, Ex Works, Free Alongside Quay (FAQ) or to Buyer's agent, an onboard bill of lading, a mate's receipt or other document in proof of such delivery, (ii) if Seller or its carrier is unable for any reason to place Products on board ship at the place of delivery, a warehouse receipt for Products, (iii) if Products are sold CIF or CFR, a receipted bill of lading or way bill, or (iv) in all other cases, a receipt from a carrier or the Buyer.</p> <p>2.9 If Seller undertakes to obtain any licence(s) required for the export of Products by Seller, Buyer shall comply with any such licence(s) and shall obtain and comply with all other necessary licences, permits and consents (including all other export/import licences). Buyer is responsible for checking and signing for all deliveries and by signing the Buyer indicates that the delivery received is complete and in good condition. If the delivery is short or deemed to be damaged this must be highlighted to the delivery company and the delivery note must be signed for as short or damaged.</p> <p>2.10 Buyer shall have no right to reject any deliveries of Products on the grounds of variation of quantity from Buyer's purchase order where such variation is not more than 10% or not less than 10% of the quantity of Products ordered.</p> <p>2.11 Buyer shall note no right to reject any deliveries of Products on the grounds of variation of quantity from Buyer's purchase order where such variation is not more than 10% or not less than 10% of the quantity of Products ordered.</p> <p>3 PRICE AND PAYMENT</p> <p>3.1 Where a list price is provided or made available for the Products and/or Services, the price charged to Buyer will be the list price applicable on the day the Products and/or Services are ordered subject only to any applicable discount which may be agreed between Buyer and Seller, whether or not any increase has been notified to Buyer, and even if a different price is specified in Seller's quotation, in Buyer's purchase order, or Seller's order acknowledgement.</p> <p>3.2 Where a price list has not been provided or made available for the Products and/or Services, the contract price is agreed to be subject to increase where there are changes beyond Seller's reasonable control in the cost to Seller (including raw material or transport costs, legislative or regulatory changes, or exchange rate fluctuations) of supplying the Products and/or Services.</p> <p>3.3 Prices are exclusive of VAT, duties, tariffs, fees or taxes or other similar charges, which shall be added to the price of the Products and/or Services. Buyer shall bear all charges Seller incurs where Seller agrees to payment by way of negotiable instrument. Seller reserves the right to set minimum order quantities and to charge Buyer for all costs incurred by Seller in fulfilling orders below that minimum order quantity.</p> <p>3.5 Any delivery charge will be at cost or as otherwise agreed in writing. Buyer shall ensure that any vessel receiving Products as "ship stores in transit" is entitled to receive such stores free of value added taxes and other duties.</p> <p>3.6 Unless otherwise agreed in writing by Seller, payment is due thirty days from date of invoice. Seller may require security for payment before despatch or performance.</p> <p>3.7 Payment shall be made in Euros unless otherwise agreed upon in written between parties.</p> <p>3.8 Unless the contract separately and expressly states price(s) to be fixed, Seller may increase prices for undelivered balances and/or unperformed Services in accordance with increases in Seller's costs and/or general price list increases occurring after the date of acceptance of order but before despatch and/or performance. Buyer shall pay any increases in delivery costs after the date of acceptance of order.</p> <p>3.9 In the circumstances described in clause 7.2, clause 2.7 shall not apply and all unpaid balances owing to Seller from Buyer shall become a debt immediately due and payable to Seller, whether or not property in Products has passed to Buyer.</p> <p>3.10 Time of payment is of the essence of the contract. Without prejudice to any other remedy Seller may charge interest at 4% above the HSBC Bank plc base statutory interest rate for the time being per annum (to accrue on a daily basis from the date the sum is due until the date the sum is paid) on any sum which is not paid on the due date after as well as before any judgment.</p> <p>3.11 Seller may appropriate sums received from Buyer against any debt whatsoever due to Seller from Buyer (irrespective of any purported appropriation by Buyer) and may, without prejudice to any other right or remedy, by notice in writing to Buyer, set off any or all of the monies owing by Buyer or any of its Affiliates to Seller for the supply of products and/or services against any indebtedness of Seller or any of its Affiliates to Buyer or any of its Affiliates. In no circumstances may Buyer withhold payment or make any set-off on any account.</p> <p>3.12 Buyer shall on demand indemnify Seller against all costs, charges, expenses and legal costs incurred by Seller in recovering sums owing by Buyer.</p>	<p>4 WARRANTIES</p> <p>4.1 Other than for samples or goods sold as obsolete or sub standard, Seller warrants ("the Warranty") that upon delivery Products are sold with good title, are made with sound materials and workmanship, comply with Seller's then current published product data sheets and comply with the Specification (if any).</p> <p>4.2 Seller does not warrant that Products are fit for any particular purpose or an intended use by Buyer and Buyer shall satisfy itself that Products are so fit. If Products correspond to any sample supplied or accepted by Seller they shall be deemed to comply with the Warranty.</p> <p>4.3 Where Seller has specifically charged for Services, Seller will provide the Services with reasonable care and skill.</p> <p>5 LIMITATIONS OF LIABILITY</p> <p>5.1 Seller shall not be liable under clause 4 unless Buyer satisfies Seller that it has strictly complied with any instructions of Seller relating to Products and Services. Seller shall not be liable under clause 4 in respect of any Products which are used after notice has been given that the Products fail to comply with the Warranty. Buyer shall examine Products within fourteen (14) days after delivery. Delivery shall be determined in accordance with clause 2.5 of these Conditions. Buyer shall then immediately, but win any event within 30 days from delivery, notify Seller in writing of any incomplete or failed delivery, loss or damage during carriage, shortage of weight or quantity or if Products fail to comply with the Warranty and shall in the case of damaged Products be entitled to notify Seller that it rejects all or any part of the damaged Products in that delivery. In case (i) the Products fail to comply with the Warranty and this failure was not apparent on inspection; or (ii) the Services fail to comply with clause 4.3, Buyer will notify Seller of the failure, in writing within 30 days after the date when Buyer became or ought reasonably to have become aware of the failure. Unless Buyer so notifies Seller, Buyer will be treated as having waived all claims connected with the matter which should have been notified. Where notification is so made no action whatsoever may be brought against Seller in connection with Products, Services and/or the contract unless proceedings are issued against Seller within two (2) years after Buyer became or ought to have become aware of the circumstances giving rise thereto.</p> <p>5.3 Provided notification is made within the time set out in clause 5.2 and if it is shown to Seller's reasonable satisfaction that Products fail materially to comply with the Warranty, Seller shall be given a reasonable opportunity to correct such failure. If the failure is not corrected, Seller will at Seller's option either refund the purchase price (or, if the Products have depreciated for reasons other than Seller's default or been used or put into process, a reasonable part of the purchase price), or replace part or the whole of the Products (if reasonably practicable) within a reasonable time, free of charge. Such correction, refund or replacement shall, subject to clause 5.6, be Seller's sole liability in relation to any such failure and shall in no circumstances exceed three times the invoice value of the Products in question.</p> <p>5.4 Products which are alleged not to comply with the Warranty shall as far as possible be preserved for Seller's inspection, and shall be returned to Seller (at Seller's cost) if Seller reasonably so requests. Buyer shall be deemed to have waived any and all of its rights (whether contractual, non-contractual, statutory or otherwise) in respect thereof unless, the Seller has complied with this clause 5.4.</p> <p>5.5 Without prejudice to any other limitation of Seller's liability (whether effective or not) and so far as permitted by English law, in no circumstances whatsoever (including any fault or default of Seller) will Seller be liable for:</p> <p>(a) the incompatibility of any Products supplied by Seller with the products of other manufacturers or suppliers;</p> <p>(b) inadequate or incorrect surface preparation or coating application work carried out by, or the faulty equipment or product of, Buyer or any third party;</p> <p>(c) any representations, advice or assistance given or omitted to be given in connection with Products, Services, the Specification or the contract, other than Services specifically charged for by Seller. Where Seller has specifically charged for Services, and in the absence of any other written agreement, Seller shall provide the Services with reasonable care and skill and liability for failure shall be limited to a refund of the fee charged for those Services;</p> <p>(d) the supervision or quality control (or lack thereof) by or on behalf of any third party.</p> <p>5.6 Buyer shall promptly notify Seller of any claim against Buyer under any consumer protection legislation granting rights to consumers</p>	<p>which Seller cannot by law exclude or restrict. Seller then shall only be liable to Buyer in the event Products were defective (within the meaning of the applicable legislation) at the time of delivery by Seller and shall not be liable to the extent that any liability arises from any act or omission of Buyer.</p> <p>5.7 Without prejudice to any other limitation of Seller's liability (whether effective or not) and so far as permitted by English law: (a) in no circumstances whatsoever (including any fault or default of Seller) shall Seller be liable for any loss of profits, use, contract, goodwill, business, anticipated savings; any rectification costs; (subject to clause 5.6) any third party claims; or for any indirect or consequential losses in connection with Products, Specification, Services or the contract;</p> <p>(b) except as provided under clauses 5.3 and 5.6, Seller's total aggregate liability under any proceedings or law in connection with Products, Specification, Services or the contract is limited to the amount Seller has charged for the Products and/or Services (as applicable) that the failure or default relates to. For the avoidance of doubt, this clause 5.7(b) will not affect any written performance guaranteed Seller has given to Buyer.</p> <p>5.8 Notwithstanding any clause in these Conditions: (a) Seller does not exclude or restrict any liability which cannot be excluded or restricted as between Buyer and Seller, including in respect of a Buyer who deals as a consumer, as a matter of law under any applicable legislation.</p> <p>(b) Buyer will promptly notify Seller of any claim against Buyer under any consumer protection legislation granting rights to consumers which Seller cannot by law exclude or restrict. Seller then will only be liable to Buyer in the event Products were defective (within the meaning of applicable legislation) at the time of delivery and Seller will not be liable to the extent that any liability arises from any act or omission of Buyer.</p> <p>5.9 The Warranty and Buyer's remedies under clauses 5 and 7.1 are in substitution for any other warranties, obligations, representations, liabilities, terms or conditions (whether they are express or implied, or arise in contract, tort, or otherwise) in connection with Products and/or Services (including, without limitation, any relating to satisfactory quality, fitness for purpose, conformity with description or sample, care and skill or compliance with representations) which are hereby expressly excluded.</p> <p>5.10 Unless specifically stated otherwise in these Conditions, Buyer's sole remedy shall be in damages. This clause 5 applies notwithstanding any fundamental breach or breach of a fundamental term of the contract by Seller</p> <p>6 EVENTS BEYOND SELLER'S REASONABLE CONTROL</p> <p>6.1 Seller shall not be liable for any delay or failure in performing its obligations under the contract where the delay or failure arises, directly or indirectly, from any circumstances whatever (whether or not involving Seller's negligence) which are beyond Seller's reasonable control which shall be deemed to include industrial disputes (whether or not Seller is directly involved), shortage of materials at the market rates, legislative or regulatory changes, action by any governmental authority, epidemic/pandemic, customs related checks or inspections at any border, high demand for, or delay in, transportation services, or any prevention or hindrance on a delivery operator's ability to operate deliveries. In the event of any such delay or failure, Seller shall be entitled to suspend the contract by giving written notice to Buyer. If any such delay or failure continues for more than 21 days, Seller shall be entitled to terminate the contract with immediate effect by giving written notice to Buyer. In the event of such termination by Seller, (i) Buyer shall pay for the Products delivered and/or Services provided; and (ii) Seller shall return the price of any undelivered Products or Services not performed to Buyer (if paid), but Buyer shall not be entitled to any other remedy whatsoever under or in connection with the contract.</p> <p>7 TERMINATION AND SUSPENSION</p> <p>7.1 Except where Buyer has caused or contributed to any delay, Buyer may (as Buyer's sole remedy, without affecting the balance of the contract quantity) terminate the contract by notice to Seller in respect of any instalment of Products which is not despatched by any date stated in writing to be "guaranteed" by Seller or within 60 days after any date indicated by Seller or quoted on Seller's written quotation unless the goods have been specially manufactured or adapted for Buyer.</p> <p>7.2 Seller may (without prejudice to its other rights or remedies) terminate or suspend Seller's performance of the whole or any outstanding part of the contract in the relevant circumstances.</p>
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<p>Seller may also suspend deliveries or supply of Services while investigating any claim relating to prior shipments (under any contract) of Products. Clause 2.7 shall not apply in these circumstances. The relevant circumstances are:</p> <p>(a) Buyer materially or consistently breaches the contract;</p> <p>(b) Buyer failing to take delivery of or to pay for Products and/or Services (if any) by the due date, or breaches any other term of the contract; or</p> <p>(c) Buyer undergoes a change of control as defined in section 416 or 840 of Income and Corporation Taxes Act 1988;</p> <p>(d) Buyer becoming, or reasonably likely to become, bankrupt or insolvent or if a receiver, administrator or encumbrancer takes possession of any material part of Buyer's assets, or Buyer suffers any equivalent of the foregoing;</p> <p>(e) Seller having reasonable grounds for suspecting that an event in clause 7.2(d) has occurred or will occur, or that Buyer will not pay for Products or Services on the due date, and so notifies Buyer; or</p> <p>(f) where the contract is for a fixed price, there has been a substantial increase in Seller's costs of manufacture and supply of Products and/or Services between the date of contract and date of despatch arising from circumstances beyond Seller's reasonable control and Seller and Buyer have failed within 30 days of Seller notifying Buyer of such increase, to reach agreement on a reasonable adjustment in the price for remaining deliveries to recognise such increase.</p> <p>7.3 If Buyer provides Seller with security for the contract price, reasonably acceptable to Seller, within 3 working days after a notice has been given under clause 7.2(e), Seller shall withdraw the notice.</p> <p>7.4 On termination/suspension of the Contract for whatever reason:</p> <p>(a) all amounts invoiced by Seller to Buyer, whether or not due for payment, shall become due immediately;</p> <p>(b) Buyer's right to possession of the Seller's Goods shall terminate immediately; and</p> <p>(c) Seller may (without prejudice to any of Seller's other rights) recover or resell the Seller's Goods and may enter Buyer's premises for that purpose.</p> <p>8 RISK AND TITLE</p> <p>8.1 Risk in Products shall pass to Buyer upon delivery and, notwithstanding clause 8.2, Seller will have no responsibility in respect of the safety of the Products thereafter.</p> <p>8.2 Notwithstanding delivery, the legal and equitable ownership in the Goods delivered under the Contract shall remain in Seller until:</p> <p>(a) Seller has received payment in full for Products and of all other sums which are or become due to Seller from Buyer on any account whether under this contract or otherwise; or</p> <p>(b) the Products are mixed, processed or used so that they lose their identity or are irrecoverably incorporated in, mixed with or applied to other goods; or</p> <p>(c) Buyer sells Products at arm's length in good faith to an unrelated third party.</p> <p>8.3 Buyer shall insure Products against all risks of physical loss or damage to not less than full replacement value until ownership passes to Buyer.</p> <p>8.4 Until ownership in the Products passes to Buyer, Buyer shall:</p> <p>(a) hold the Products ("Seller's Products") on a fiduciary basis as Seller's bailee;</p> <p>(b) Not destroy, deface or obscure any identifying marks of the Seller's Products;</p> <p>(c) Not pledge or allow any lien, charge or other interest to arise over the Seller's Products;</p> <p>(d) Maintain the Seller's Products in satisfactory condition; and</p> <p>(e) Store the Seller's Products separately from all other goods or products of Buyer or any third party in such a way that they remain readily identifiable as Seller's property.</p> <p>8.5 Buyer's right to possession of the Seller's Products shall terminate immediately if:</p> <p>(a) Buyer is (or Seller, acting reasonably, believes that Buyer is) unable or admits its inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;</p> <p>(b) A moratorium is declared in respect of any indebtedness of Buyer;</p> <p>(c) Any corporate action, legal proceedings or other procedure or step is taken in relation to:</p> <p>a. The suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or</p>	<p>reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of Buyer;</p> <p>b. A composition, assignment or arrangement with any creditor of Buyer;</p> <p>c. The appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of Buyer or any of its assets;</p> <p>d. The enforcement of any security over any assets of Buyer; or</p> <p>e. Any analogous procedure or step is taken in any jurisdiction.</p> <p>(d) Buyer enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of Buyer, or a resolution is passed or a petition presented to any court for the winding-up of Buyer or for the granting of an administration order in respect of Buyer;</p> <p>(e) Buyer ceases to trade, or Seller reasonably apprehends that Buyer shall cease to trade and serves notice of the same to Buyer;</p> <p>(f) Seller notifies Buyer that Buyer is in default for more than 7 days in any payment due to Seller;</p> <p>(g) Any of the events referred to in paragraphs (a) to (f) of clause 7.2 below occur;</p> <p>(h) The Contract is terminated for any reason.</p> <p>8.6 If Buyer's right to possession of the Seller's Products terminates for any reason, Seller shall be entitled to:</p> <p>(a) Repossess the Seller's Products; and</p> <p>(b) To be paid any sums which Buyer holds as Seller's fiduciary.</p> <p>8.7 Buyer hereby grants Seller, its agents and employees an irrevocable licence to enter, at any time, any premises or vehicles where the Seller's Products are or may be stored by or for Buyer, in order for the Seller's Products to be inspected, or where Buyer's right to possession of the Seller's Products has terminated, to recover them. Buyer shall take all necessary steps to facilitate repossession of Seller's Products and, pending such repossession, Buyer shall continue to store the Seller's Products in accordance with clause 8.4.</p> <p>9 THIRD PARTY CLAIMS AND CONDUCT OF CLAIMS</p> <p>9.1 Buyer shall not use any trademarks or trade names applied to or used by Seller in relation to Products in any manner not approved by Seller.</p> <p>9.2 Buyer shall indemnify Seller against any liability incurred by Seller (i) from incorporating property of Buyer in Products or complying with any specification or other instruction of Buyer relating to Products; and (ii) arising from the use of or dealings in Products by or on behalf of Buyer, except as provided in clause 5.6 or if arising from Seller's wilful default.</p> <p>9.3 Each party shall promptly notify the other of any relevant claim under this contract (including, without limitation, under Clause 5.6), shall comply with the other's reasonable requirements to minimise and/or avoid further liability.</p> <p>10 INFORMATION AND COMPLIANCE WITH LAWS</p> <p>10.1 Buyer shall ensure that all Products are safely and lawfully received, stored, maintained, used or applied by Buyer and shall obtain relevant information in Seller's possession relating thereto.</p> <p>10.2 Buyer shall ensure that all appropriate safety information (whether supplied by Seller, Buyer or another) is distributed and drawn to the attention of customers and all others (including Buyer's employees) who require it for the safe handling or use of Product and shall promptly supply to Seller all information and assistance required for Seller to execute Buyer's order.</p> <p>10.3 Buyer shall comply with all relevant and applicable legislation, rules, regulations, codes of practice, guidance and statutory requirements that from time to time come into force, including, without limitation, any of the preceding that relate to competition, anti-corruption or bribery and/or export controls.</p> <p>11 MISCELLANEOUS</p> <p>11.1 Seller own the copyright, trademarks, design right and all other intellectual property rights in the Products and Buyer agree that these rights may not be used in any way without Seller's written consent. Buyer agrees to indemnify Seller for any damages, losses, costs, expenses and legal fees, whether direct or indirect, that Seller has incurred or will incur as a result of any and all breaches of Seller's copyright, trademarks, design right or any other intellectual property rights in the Products.</p>	<p>11.2 Buyer may not use any of Seller's trademarks on altered Products, remove or alter any of Seller's trademarks, add any marks, signs or trademarks on the Products, or otherwise injure or dilute the reputation of any of Seller's trademarks or tradenames.</p> <p>11.3 The contract may not be assigned by Buyer without Seller's prior written consent. Seller is entitled to assign the contract or sub-contract any of Seller's obligations under the contract.</p> <p>11.4 No amendment or variation of these Conditions or the contract shall be effective unless it is in writing and agreed by Seller. If Seller accepts any cancellation, amendment, variation or suspension of the contract by Buyer, such acceptance is subject to Buyer reimbursing Seller for all costs incurred by Seller in connection with the cancellation, amendment, variation or suspension.</p> <p>11.5 The word "including" shall not limit the generality of any preceding words.</p> <p>11.6 Notices must be in writing to Seller's or Buyer's address and are deemed delivered on the first working day after delivery by hand or where sent by first class or express post, five clear working days after the date of posting to Buyer's or Seller's address. Qualified acceptances by Buyer on delivery notes shall not constitute notice of any claim or acceptance by Seller of any such qualification.</p> <p>11.7 No waiver by Seller of any breach of Buyer's obligations shall constitute a waiver of any other prior or subsequent breach. No failure or omission by Seller to enforce any provision of this contract shall be construed as a release of its rights relating thereto or to sanction any further breach.</p> <p>11.8 If any whole or part of a provision of the contract is invalid or unenforceable, that invalidity or unenforceability shall not affect the validity or enforceability of any other provisions or part-provisions of the contract.</p> <p>11.9 The price of the Products, Services and the commercial terms of these Conditions, the Specification and any contract are commercially sensitive and confidential to the Seller and Seller requires that they are kept secret for a period of ten (10) years from the date this sensitive and confidential information was first submitted to the Buyer. Buyer may disclose this information where required by law, court order, or regulation or act of any governmental authority provided (to the extent permissible by law) it has notified Seller in advance and agreed the scope of disclosure with it.</p> <p>12 NO THIRD PARTY RIGHTS</p> <p>12.1 No term or condition of this contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the contract and Seller and Buyer may exercise, without the consent of any third party, any rights they may have to amend or rescind this Contract.</p> <p>13 LAW</p> <p>13.1 The contract, these Conditions and any claim or dispute arising under or in connection with any of them shall be subject to English law. Buyer hereby irrevocably agrees, for Seller's exclusive benefit, that the English courts will have sole and exclusive jurisdiction to determine any claim or dispute arising under or in connection with the contract or these Conditions. Notwithstanding this, Seller may bring claims in any other court of competent jurisdiction.</p>
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