

TERMS & CONDITIONS OF SALE OF HEGEMON COMPONENTS LIMITED

1. Definitions

Unless the context requires otherwise the following definitions apply

- 1.1 "Buyer" means the person who buys or agrees to buy Goods from the Seller
- 1.2 "Conditions" means
 - 1.2.1 the terms and conditions set out in this document or
 - 1.2.2 any special terms and conditions agreed in writing by the Seller and signed by an authorised representative of the Seller on its behalf
- 1.3 "Contract" means any contract between the Seller and the Buyer incorporating the Conditions
- 1.4 "Delivery Date" means the date or dates specified by the Seller on which any Goods are to be delivered or collected
- 1.5 "Goods" means any articles which the Buyer agrees to buy from the Seller
- 1.6 "Parties" means the Seller and the Buyer (and "Party" means either of them)
- 1.7 "Price" means the price for any Goods excluding carriage packing insurance and VAT
- 1.8 "Quotation" means
 - 1.8.1 any written quotation provided by the Seller to the Buyer in respect of Goods and
 - 1.8.2 (to the extent to which any such written quotation is superseded by it) any subsequent written confirmation provided by the Seller to the Buyer in respect of any order placed by the Buyer with the Seller for such Goods or
 - 1.8.3 (if no such written quotation is or has been provided) any written confirmation provided by the Seller to the Buyer in respect of any order placed by the Buyer with the Seller for any Goods
- 1.9 "Seller" means Hegemon Components Limited (company number 06660871) whose registered office is at Unit 101 Tanner Business Centre Waterside Mills Chew Valley Road Greenfield Saddleworth OL3 7NH
- 1.10 "VAT" means Value Added Tax or any tax or duty which from time to time replaces it

2. Basis of sale

- 2.1 The Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document
- 2.2 Any Quotation shall be deemed to be an offer by the Seller to sell Goods pursuant to the Conditions
- 2.3 Once any Goods have been ordered by the Seller in reliance upon an order by the Buyer such event or events shall be deemed conclusive evidence of the Buyer's acceptance of the Conditions
- 2.4 Any variation of the Conditions shall be ineffective unless agreed in writing by the Seller and signed by an authorised representative of the Seller on its behalf
- 2.5 Any representations statements or warranties made or given by the Seller or its servants and agents (whether orally in writing or in any of the Seller's brochures catalogues and advertisements) shall not be deemed
 - 2.5.1 to form part of the Contract or
 - 2.5.2 to have induced the Buyer to enter into the Contractunless it is contained in any Quotation (or in any document or documents to which reference is made in it)
- 2.6 The Buyer shall be exclusively responsible for satisfying itself that any Goods are fit for the purpose intended for them by the Buyer
- 2.7 In no circumstances shall the Seller have any liability whatsoever for any advice provided to the Buyer unless it is in writing on the Seller's headed paper and signed by an authorised representative of the Seller on its behalf following receipt of a suitable written specification from the Buyer
- 2.8 In no circumstances shall the Seller have any liability for checking or approving any specification for any Goods provided by the Buyer

- 2.9 All drawing photographs illustrations performance data dimensions weights and other technical information and particulars of the Goods are given by the Seller in the belief that they are as accurate as reasonably possible but do not form part of the Contract
- 2.10 Nothing in the Conditions shall
 - 2.10.1 restrict or exclude liability for
 - (a) death or personal injury caused by the negligence of or fraud by the Seller or
 - (b) any other matter for which it would be illegal for the Seller to restrict or exclude liability or
 - 2.10.2 affect the statutory rights of a Buyer dealing as consumer

3. Orders specifications and price

- 3.1 The Price for any Goods shall be the price or prices set out in the relative Quotation exclusive
 - 3.1.1 of VAT at the rate ruling on the date of the Seller's invoice and
 - 3.1.2 of all other taxes duties and expenses in respect of the Goods including the costs of packing carriage and insurance
 which shall be due on the date for payment of the Price of the relevant Goods
- 3.2 The Seller may by giving notice to the Buyer at any time before delivery increase the Price of any Goods in order to reflect any increase in the cost to the Seller which is due to factors occurring after the making of the Contract which are beyond the reasonable control of the Seller (including foreign exchange fluctuations alteration in taxation alteration of duties significant increase in the cost of labour materials and other manufacturing costs any change of delivery dates quantities or specifications of the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or any failure of the Buyer to give the Seller adequate information or instructions) but the Seller will inform the Buyer of the likely increase in the Price as soon as reasonably practicable
- 3.3 Where the Seller agrees to arrange for Goods to be sent to the Buyer
 - 3.3.1 the Buyer shall be responsible for the costs of packing carriage and insurance and
 - 3.3.2 the Seller shall package the Goods as the Seller in its discretion considers appropriate in the light of the nature of the Goods and of the method of transportation
- 3.4 The quantity and description of any Goods shall be as set out
 - 3.4.1 in the relative Quotation and/or
 - 3.4.2 in any document or documents to which reference is made in the relative Quotation
- 3.5 The Seller may from time to time without notice to the Buyer make changes in the design and specification of any Goods
 - 3.5.1 which are required to comply with any applicable safety or statutory requirements or
 - 3.5.2 which do not materially affect the quality of any Goods or
 - 3.5.3 which are caused by circumstances beyond the Seller's reasonable control (including lack of availability)
- 3.6 Any contractual description of any Goods by the Seller relates to the identity of those Goods but only if it relates to a central characteristic of those Goods or to a substantial ingredient in their identity
- 3.7 The Seller may cancel the Contract at any time before the Goods are delivered by giving written notice to that effect and on giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price for such Goods and the Seller shall not be liable for any loss or damage whatever arising from such cancellation
- 3.8 The Buyer may not cancel the Contract at any time except with the agreement in writing of the Seller on the Seller's headed paper and signed by an authorised representative of the Seller on its behalf and on the terms that the Buyer shall indemnify the Seller in full against all loss incurred by the Seller as a result of such

cancellation (including loss of profit the cost of all labour and materials used damages charges and expenses)

4. **Payment**

- 4.1 Payment by the Buyer pursuant to the Contract shall be due
 - 4.1.1 within 30 days of the date of or
 - 4.1.2 by such other date as is specified in the Seller's invoice whether or not any of the relevant Goods have been ordered by the Seller or delivered to the Buyer and time for payment shall be of the essence
- 4.2 Interest on sums overdue on invoices shall accrue from the date on which payment becomes due from day to day until the date of payment at the rate of 8 % (Eight per cent) and for the avoidance of doubt such interest may accrue after as well as before any judgment
- 4.3 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may
 - 4.3.1 suspend or cancel deliveries to the Buyer of any Goods
 - 4.3.2 treat the Contract in question as repudiated by the Buyer
 - 4.3.3 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit and/or
 - 4.3.4 impose a general lien on all goods of the Buyer in the Seller's possession (including Goods of the Buyer for which payment has been made) for all sums due from the Buyer to the Seller under any Contract
- 4.4 The Buyer shall not be entitled to withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatever but the Seller shall at any time be entitled to deduct from or set off against any monies payable by it to the Buyer such sums as the Buyer owes to the Seller
- 4.5 The Seller shall be entitled to submit to the Buyer an invoice or invoices on or at any time after acceptance of the Conditions

5. **Delivery**

- 5.1 The Delivery Date shall be treated as an estimate or estimates only unless the Seller has expressly undertaken in writing signed by an authorised representative of the Seller on its behalf to guarantee that Delivery Date
- 5.2 The Goods shall be delivered to the Buyer on (or as soon as reasonably practicable after) the Delivery Date
- 5.3 Delivery of the Goods shall be effected
 - 5.3.1 at the Seller's premises or
 - 5.3.2 (if some other place of delivery is agreed by the Seller in writing signed by an authorised representative of the Seller on its behalf) by the Seller's delivering the Goods to that place provided that the method of delivery and the choice of packaging and labelling of any Goods shall remain at the sole discretion of the Seller
- 5.4 The Goods may be delivered in advance of the Delivery Date upon the Seller's giving reasonable notice to the Buyer
- 5.5 The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery
- 5.6 The Seller shall not be liable for any loss or damage whatever (including loss or damage which is not a direct or foreseeable consequence) resulting from any failure by the Seller to deliver the Goods (or any of them) promptly or at all for any reason whatsoever nor shall such failure or delay give rise to a right by the Buyer to treat the Contract as repudiated or to reject the Goods and the Buyer shall be bound
 - 5.6.1 to accept delivery of such Goods when delivered and
 - 5.6.2 to pay for such Goods in full
- 5.7 The Seller reserves the right to make deliveries of Goods by instalments
- 5.8 The carrier of any Goods shall be deemed to be the Buyer's agent
- 5.9 Where the Seller agrees to deliver the Goods at a place other than the Seller's premises the Buyer shall on delivery

- 5.9.1 inspect the Goods
 - 5.9.2 notify the Seller in writing within 7 (seven) days by recorded delivery of any
 - (a) shortages or
 - (b) damage in transit and
 - 5.9.3 mark on the carrier's receipt note the details of any such
 - (a) shortages or
 - (b) damage in transit
- and in default the Goods shall be deemed not to have been short delivered or damaged and the Buyer shall not be entitled to make any claim in respect of such shortages or such damage in transit
- 5.10 If the Seller acting reasonably is satisfied that any damage to the Goods occurred prior to delivery the Seller shall at its discretion
 - 5.10.1 repair or replace any Goods or part of the Goods so damaged or
 - 5.10.2 allow to the Buyer credit in respect thereof in such amount as may be
 - (a) agreed with the Buyer or
 - (b) (in default of such agreement) determined by the Seller at its discretion acting reasonably
- and any further liability to the Buyer in respect of those Goods is excluded to the fullest extent permitted by law
- 5.11 If the Seller acting reasonably is satisfied that there are shortages in the Goods delivered the Seller shall at its discretion
 - 5.11.1 make up any short delivery by despatching to the Buyer such Goods as the Seller acting reasonably is satisfied were not delivered or
 - 5.11.2 allow the Buyer credit in respect thereof
- and any further liability to the Buyer in respect of those is excluded to the fullest extent permitted by law
- 5.12 The Buyer shall notify the Seller of any non-delivery of Goods within 7 (seven) days of the date of despatch (as stated on the invoice) and notwithstanding the receipt by the Seller of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the Goods indicated on the advice sheet
 - 5.13 The Buyer shall take delivery of any Goods tendered notwithstanding that the quantity so delivered is either greater or less than the quantity purchased provided
 - 5.13.1 that such discrepancy in quantity does not exceed 5% and
 - 5.13.2 that the Price for such Goods shall be adjusted pro rata to the discrepancy
 - 5.14 If (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) the Buyer
 - 5.14.1 fails or declines to collect the Goods or
 - 5.14.2 fails or declines to give the Seller adequate instructions for delivery of the Goods or
 - 5.14.3 requests that the Seller do store the Goods for the time being
- the Seller may (without prejudice to any other right or remedy available to it) make provision for the storage of the Goods and the Buyer shall be responsible and shall indemnify the Seller for the reasonable costs of such storage (including the Seller's own charges to the Buyer for such storage and carriage and all charges incurred by the Seller as a result of such storage including insurance carriage costs and the storage and carriage charges of any third party)

6. Risk and title

- 6.1 The risk of loss and damage to the Goods shall pass to the Buyer immediately upon delivery
- 6.2 In spite of delivery and the passing of risk the Seller shall retain legal and beneficial title to the Goods supplied until
 - 6.2.1 the Buyer has paid for those Goods in full and
 - 6.2.2 no other sums whatever are due from the Buyer to the Seller in respect of those Goods
- 6.3 Until property in any Goods passes to the Buyer in accordance with clause 6.2 the Buyer

- 6.3.1 shall hold the Goods as a bailee and on a fiduciary basis for the Seller
 - 6.3.2 shall store those Goods (at no cost to the Seller)
 - (a) separately from all other goods in its possession &
 - (b) marked in such a way that they are clearly identified as the Seller's property
 and maintain records of them
 - 6.3.3 shall keep the Goods properly stored protected and insured to the full Price of such Goods against 'all risks' to the reasonable satisfaction of the Seller and
 - 6.3.4 shall whenever requested by the Seller produce a copy of the policy of insurance
- and without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable
- 6.4 The Buyer shall not change the character or pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller but without prejudice to the other rights of the Seller if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable
 - 6.5 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up to the Seller such of the Goods as have not
 - 6.5.1 ceased to be in existence or
 - 6.5.2 been resold
 and if the Buyer fails to do so the Seller may without prior notice and without prejudice to any other of the Seller's remedies enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess and dispose of the Goods
 - 6.6 The Seller shall be entitled to recover all sums due to the Seller for the Goods notwithstanding that property in any of the Goods has not passed from the Seller
 - 6.7 Until such time as property in the Goods passes from the Seller to the Buyer the Seller shall be entitled to trace the proceeds
 - 6.7.1 of any sale of the Goods and
 - 6.7.2 of any insurance claim in respect of the Goods
 and such proceeds shall be paid into a separate bank account and shall be held by the Buyer on trust for the Seller
 - 6.8 The Seller shall be entitled to a general lien on all goods of the Buyer in the Seller's possession (including Goods for which payment has been made) for the unpaid price of all Goods sold to the Buyer by the Seller under any Contract

7. Warranties guarantee liability and indemnity

- 7.1 The Seller warrants that the Goods will
 - 7.1.1 at the time of delivery correspond with their specification and
 - 7.1.2 for a period of 3 months from the date they are delivered be free from defects in materials and workmanship
- 7.2 Subject to clause 7.3 in the event that the Seller following its own examination of the Goods acting reasonably accepts that they do not accord with the warranty at clause 7.1 the Seller will at its discretion in respect of those Goods
 - 7.2.1 refund the Price of them (in consideration of the return of such Goods)
 - 7.2.2 repair them free of charge
 - 7.2.3 replace them
 - 7.2.4 pay over any insurance proceeds relating to those Goods or
 - 7.2.5 assign to the Buyer any rights which the Seller has against any third party manufacturer of those Goods
 and any further liability to the Buyer in respect of those Goods is excluded to the fullest extent permitted by law
- 7.3 The conditions of the guarantee at clause 7.2 are as follows
 - 7.3.1 The Buyer must notify the Seller of the alleged failure of the Goods to correspond with specification or of the alleged defect in the Goods
 - (a) within 30 (thirty) days from the date of the Seller's invoice or

- (b) (where the failure to correspond with specification or the defect was not apparent on reasonable inspection by the Buyer) within the shorter of
 - (i) a reasonable time after discovery of the failure or defect or
 - (ii) 4 (four) months of delivery of the Goods
- 7.3.2 Any defect in the Goods must not be caused (whether wholly or in part) by fair wear and tear neglect misuse or improper adjustment
- 7.3.3 Any defect in the Goods must not arise from any drawing design or specification of the Buyer
- 7.3.4 All sums due to the Seller in respect of the Goods must be paid by the due date for payment pursuant to the Contract
- 7.3.5 The Buyer must allow the Seller a reasonable opportunity to inspect the Goods as soon as reasonably practicable after discovery of such failure or defect
- 7.3.6 The Buyer must not use or resell the Goods
- 7.3.7 The Buyer must not attempt or execute any remedy or repair of any defect found in those Goods or otherwise alter the Goods without the prior written approval of the Seller signed by an authorised representative of the Seller on its behalf
- 7.4 In the event of any non-compliance with any of the conditions in clause 7.3
 - 7.4.1 the Goods shall be conclusively presumed to be
 - (a) in accordance with the Contract &
 - (b) free from any defect or damage which would be apparent on a reasonable examination of the Goods and
 - 7.4.2 (without prejudice to the generality of clause 7.5) the Buyer shall be deemed to have accepted the Goods
- 7.5 In no circumstances will the Buyer be entitled to reject the Goods once delivered
- 7.6 No Goods shall be accepted for return without the prior written approval of the Seller signed by an authorised representative of the Seller on its behalf on terms to be determined at the absolute discretion of the Seller
- 7.7 If the Seller agrees to accept the return of any such Goods the Buyer shall be liable to pay a handling charge as assessed by the Seller acting reasonably
- 7.8 Goods returned without the prior written approval of the Seller signed by an authorised representative of the Seller on its behalf may at the Seller's absolute discretion but at the Buyer's cost be
 - 7.8.1 returned to the Buyer or
 - 7.8.2 stored by the Seller
 without prejudice to any rights or remedies which the Seller may have
- 7.9 In the event that the Buyer declines to accept Goods in breach of the Contract the Buyer shall pay to the Seller as and by way of agreed liquidated damages an amount equal to
 - 7.9.1 the price of the Goods less
 - 7.9.2 the net proceeds (if any) received by the Seller on reselling the Goods after deducting the costs and expenses of resale
- 7.10 All terms conditions warranties and representations (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise (other than those express warranties set out in these Conditions in the Quotation or in any document or documents to which reference is made in the Quotation) relating to the quality or fitness for purpose of any Goods are excluded to the fullest extent permitted by law
- 7.11 The Seller shall not be liable to the Buyer
 - 7.11.1 for late delivery or short delivery of any Goods or
 - 7.11.2 for any indirect or unforeseeable loss or expense or damage suffered by the Buyer including loss of profit of business of anticipated savings of business opportunity or of goodwill or
 - 7.11.3 for any liability to third parties incurred by the Buyer arising out of a breach by the Seller of the Contract

- 7.12 Without prejudice to the generality of clause 7.2 and in any event subject to the conditions in clause 7.3 and to the consequences of non-compliance with any of them set out in clause 7.4 in the event of any breach of the Contract by the Seller the remedies of the Buyer shall be limited to damages and under no circumstances shall the liability of the Seller exceed the lower of
- 7.12.1 the Price of those Goods to which that breach relates or
 - 7.12.2 the amount recoverable by the Seller pursuant to its insurance policy in respect of the relative claim or
 - 7.12.3 £50,000 (fifty thousand pounds) if for whatever reason (including repudiation by the insurers of the relevant policy) the relevant claim will not be covered by any insurance policy of the Seller
- 7.13 The Buyer shall indemnify the Seller from and against all costs claims damages expenses and losses (including losses of the types referred to in clauses 7.11.2 and 7.11.3) sustained by the Seller whether direct indirect special consequential unforeseeable or otherwise arising out of or in any way connected with
- 7.13.1 the use by the Seller of the Buyer's specifications or
 - 7.13.2 any failure of the Buyer to comply with its obligations under the Contract in all respects or
 - 7.13.3 any improper use of the Goods by the Buyer

8. Intellectual property rights

- 8.1 All technical data drawings measurements designs photographs specifications reports and all other documents and information whatsoever which the Seller submits to the Buyer in connection with the Contract (and all intellectual property rights in them including copyright and design rights) shall as between the Parties be the property of the Seller
- 8.2 The Seller gives no warranty that the Goods do not infringe the rights of any third party (including intellectual property rights)
- 8.3 In the event of any claim being made or action being brought against the Buyer by any third party arising from the use or sale of the Goods
- 8.3.1 the Buyer shall immediately notify the Seller and
 - 8.3.2 the Seller may (at its discretion) conduct all negotiations in settlement of the same or any litigation that may arise from it

9. Insolvency of Buyer

- 9.1 If
- 9.1.1 the Buyer fails to make payment for Goods in accordance with the Contract or commits any other breach of the Contract or
 - 9.1.2 any distress or execution is levied upon any of the Buyer's goods or
 - 9.1.3 the Buyer offers to make any arrangement with its creditors or convenes a meeting of its creditors (whether formal or informal) or
 - 9.1.4 any bankruptcy petition is presented against the Buyer or
 - 9.1.5 the Buyer is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 or
 - 9.1.6 any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) is passed or presented or
 - 9.1.7 a receiver administrator administrative receiver or manager is appointed over the whole or any part of the Buyer's business or assets or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or
 - 9.1.8 the Buyer suffers any analogous proceedings under foreign law
- all sums outstanding in respect of the Goods shall become payable immediately
- 9.2 The Seller may in its absolute discretion and without prejudice to any other rights which it may have suspend all future supply to the Buyer of Goods and/or terminate the Contract without liability on its part

10. Data protection

- 10.1 The Buyer acknowledges and agrees that details of the Buyer's name address and payment record may be submitted to a credit reference agency and that personal data will be processed by and on behalf of the Seller
- 10.2 The Seller will maintain reasonable technical and organisational measures to minimise the risk
 - 10.2.1 of any unauthorised or unlawful processing or
 - 10.2.2 of any loss destruction or unauthorised disclosure
 of personal data having regard to the nature of the personal data to be protected but any liability on the part of the Seller for any and all liability loss damage and cost incurred by the Buyer as a result of any such unauthorised or unlawful processing or of any such loss destruction or unauthorised disclosure of personal data is excluded to the fullest extent permitted by law

11. Force majeure

- 11.1 Save for the Buyer's obligation of payment under clause 4 neither Party shall be liable for any default due to any act of God war civil disturbance malicious damage strike lockout industrial action fire flood drought extreme weather conditions compliance with any law or governmental order rule regulation direction or other circumstance beyond the reasonable control of either Party ("Force Majeure Event")
- 11.2 Each Party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event
- 11.3 Such notice shall specify details of the circumstances giving rise to the Force Majeure Event

12. Third party rights

The provisions of the Contracts (Rights of Third Parties Act) 1999 shall not apply to the Contract and a person who is not a party to the Contract shall have no right under that Act to enforce any term of the Contract

13. Notices

- 13.1 Any notice under or in connection with the Contract shall be in writing and shall be sent or given
 - 13.1.1 by hand or
 - 13.1.2 by first class post or
 - 13.1.3 by recorded delivery or
 - 13.1.4 by facsimile or
 - 13.1.5 by electronic mail
 at or to the address or facsimile number or electronic mail address of the Party set out in the Contract or at or to such other address or facsimile number or electronic mail address as may be subsequently notified by one Party to the other
- 13.2 In the absence of evidence of earlier receipt any notice shall be deemed to be duly served
 - 13.2.1 if delivered personally when left at the address cited in clause 13.1
 - 13.2.2 if sent by first class post 3 (three) days after posting
 - 13.2.3 if sent by recorded delivery when signed for and
 - 13.2.4 if sent by facsimile or electronic mail when received

14. Miscellaneous

- 14.1 General
 - In the Conditions
 - 14.1.1 references to clauses are to clauses of the Conditions
 - 14.1.2 words importing gender include each other gender
 - 14.1.3 references to persons include bodies corporate firms and unincorporated associations
 - 14.1.4 the singular includes the plural and vice versa
 - 14.1.5 clause headings are included for the convenience of the Parties only and do not affect the interpretation of the Conditions
 - 14.1.6 references to all or any part of any statute or statutory instrument include any statutory amendment modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it

- 14.1.7 the words
- (a) "include" "includes" "including" "in particular" and "such as" are to be construed as if they were immediately followed by the words "without limitation"
 - (b) "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them or succeeding them &
 - (c) "payment" "paid" "pay" "pays" and "payable" are to be construed as if they were immediately followed by the words "in cleared funds" and
- 14.1.8 a reference to "writing" or "written" includes facsimile electronic mail and comparable means of electronic communication

14.2 Severance

Any provision of the Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of the Contract

14.3 Waiver

14.3.1 No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under the Contract shall prejudice its right to do so in the future

14.3.2 A waiver of any right under this Agreement or under any Contract shall only be effective if it is in writing and that waiver shall only apply to the Party to whom the waiver is addressed and to the circumstances for which it is given

14.4 Sub-contracting

The Seller may licence or sub-contract all or any part of its rights and obligations under the Contract without the Buyer's consent but the Buyer may only do so with the Seller's consent in writing signed by an authorised representative of the Seller on its behalf

14.5 Assignment

The Seller may assign the benefit of the Contract without the Buyer's consent but the Buyer may only assign the benefit of the Contract with the Seller's consent in writing signed by an authorised representative of the Seller on its behalf

15. Proper law of contract

15.1 The Contract is subject to the law of England and Wales

15.2 All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales