

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES [v0.5]

1 DEFINITIONS

1.1 In these Conditions the following words shall have the following meanings:

Conditions means these Standard Terms and Conditions for Purchase of Goods and/or Services;

Contract means any contract between Pelsis and the Supplier for the purchase of Goods and/or Services including the Order and incorporating these Conditions;

Control means the ability of a person to direct the affairs of another whether by virtue of the ownership of shares, contracts or otherwise;

Confidential Information means any and all information provided by either party under the Contract that is either (i) marked as being confidential (or in the case of verbal discussions is later confirmed in writing to be confidential) or (ii) information (however communicated) that is of a type that the other party could reasonably have been expected to know that the information was confidential, including without limitation, the Order, the existence of a relationship between Pelsis and the Supplier, these Condition and any Specification;

Delivery Date means the date on which any and all Goods are to be delivered and/or the Services are to be performed under the Contract;

Goods means any goods to be supplied to Pelsis by the Supplier in accordance with the Order;

Good Industry Practice means that high degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled experienced and reputable provider of goods and/or services which are the same as or similar to the relevant Goods and/or Services required under the Contract under the same or similar circumstances, using the best techniques and practices for any given process, seeking in good faith to comply with its contractual obligations, and complying with all applicable laws;

Group Company means any subsidiary or holding company of a party or any subsidiary of such holding company from time to time and **subsidiary** and **holding company** shall have the meanings set out in Section 1159 of the Companies Act 2006 as amended from time to time;

Insolvency Event occurs when:

- (a) a party becomes unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities;
- (b) in relation to a party, a statutory demand is served, a receiver is appointed or any insolvency procedure under the Insolvency Act 1986 is instituted or occurs or notice of intention to institute such a procedure is given;
- (c) any order is made for or there occur proceedings constituting main proceedings in any member state of the European Union; or
- (d) any analogous demand, appointment or procedure is instituted or occurs in relation to a party elsewhere than in England and Wales.

Intellectual Property Rights means any and all intellectual property rights protected under the law anywhere in the world, including without limitation, patents, designs, copyright, trade marks, know-how, technical information, rights in data and database rights (whether registered or unregistered or any applications for registration) whether now known or future;

Loss means any and all loss, damage, penalties, costs and expenses (including legal expenses and disbursements) arising from any and all liabilities, obligations, awards, actions, claims and/or proceedings whatsoever and howsoever arising;

Order means any order made by Pelsis for Goods and/or Services from the Supplier;

Pelsis means Pelsis Limited, registered in England and Wales with company number 01576542, with registered office at Sterling House, Grimbald Crag Close, Knaresborough, North Yorkshire HG5 8PJ and its Group Companies;

Pelsis Address means such site to which the Goods are to be delivered and/or at which the Services are to be provided as notified by Pelsis to the Supplier;

Pelsis' Policies means Pelsis' business policies as notified to the Supplier from time to time;

Quotation means the price offered by the Supplier to Pelsis for the supply of Goods and/or Services;

Services means any services to be provided by the Supplier to Pelsis in accordance with an Order;

Specification means any drawings, designs, plans, specifications or other data supplied by Pelsis to the Supplier in relation to the Goods and/or Services, and/or prepared by the Supplier or the Supplier Personnel for the purpose of fulfilling its obligations under a Contract;

Supplier means the person(s), firm or company who supplies Goods and/or Services to Pelsis;

Supplier Personnel means any employee, officer, agent, representative and/or sub-contractor engaged by the Supplier to provide the Services;

Working Day means a day Monday to Friday (inclusive) upon which Pelsis is ordinarily open for business excluding any bank holidays and statutory holidays in England.

1.2 In these Conditions:

- 1.2.1 the masculine includes the feminine and vice versa;
- 1.2.2 the singular includes the plural and vice versa;

1.2.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

1.2.4 headings are for ease of reference only and shall not affect the interpretation or construction of these Conditions;

1.2.5 any lists or examples following the word **including** shall be interpreted without limitation to the generality of the preceding words; and

1.2.6 references to Clauses are, unless otherwise provided, references to Clauses of these Conditions.

2 APPLICATION OF CONDITIONS

2.1 These Conditions shall apply to all Contracts for the purchase of Goods and/or Services from the Supplier pursuant to each Order placed by Pelsis.

2.2 No changes or variations to these Conditions or any Order shall be effective unless agreed in writing by the parties and signed by a director or other authorised representative of Pelsis.

2.3 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of the Order, specification or similar document shall form part of the Contract and the Supplier hereby acknowledges and agrees that these Conditions shall apply to the exclusion of any other terms the Supplier seeks to impose or incorporate, or which are implied by trade, custom or course of dealing and the Supplier waives any right which it might otherwise have to rely upon such terms and conditions.

3 FORMATION OF CONTRACT

3.1 The Order constitutes an offer by Pelsis to purchase Goods from the Supplier on these Conditions.

3.2 The Order shall be deemed to be accepted by the Supplier upon the earlier of:

3.2.1 the Supplier issuing written acceptance of the Order; or

3.2.2 any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence.

4 PRICE

4.1 Unless otherwise agreed by Pelsis in writing:

4.1.1 the price for the Goods and/or Services shall be as specified in the Order and will be inclusive of all taxes (except value added tax) applicable duties, levies, insurance, parts, crated or packaging materials, labour costs, expenses and any other associated costs;

4.1.2 once an Order has been made by Pelsis the price for the goods shall be fixed.

4.2 Pelsis shall not be responsible for any expenses, charges or price other than those set out in the Order.

4.3 If due to the nature and circumstance of Pelsis' requirement for the Goods and/or Services no price is quoted in the Order, the price for the Goods and/or Services shall be as set out in the Supplier's published price list in force as at the date the Contract came into existence.

5 PAYMENT

5.1 The Supplier shall submit invoices on completion of delivery of all the Goods and/or performance of all the Services. Where the Contract is for both Goods and Services the Supplier shall invoice Pelsis on the later of completion of the Services or delivery of the Goods.

5.2 All invoices submitted for payment to Pelsis shall be itemised and must clearly state the Order number as provided by Pelsis. Pelsis shall have the right to withhold payment of any invoices that do not comply with this clause.

5.3 Unless agreed otherwise, Pelsis shall pay for the Goods and/or Services within 60 days of the end of the month following the month of receipt of the invoice. Time for payment shall not be of the essence for the purposes of a Contract.

5.4 Without prejudice to any other right or remedy to which it may be entitled, Pelsis has the right to withhold or deduct by way of or otherwise set off any monies owing at any time to the Supplier against any monies due to Pelsis from the Supplier or for the Supplier's breach of any Contract.

5.5 If there is any invoice which is in dispute (whether in whole or part), Pelsis shall be entitled to withhold payment of the relevant invoice in full pending resolution. The parties shall enter into good faith discussions to resolve such dispute.

5.6 If Pelsis fails to make payment to the Supplier of any sums owed, the Supplier may charge interest to Pelsis on such sums at a rate of 4% (four per cent) above the base lending rate from time to time of Bank of England until such payment has been made. Interest shall not be payable on any unpaid sums under Clauses 5.4 and 5.5 above.

5.7 Payment of the price for the Goods and/or Services shall not constitute acceptance by Pelsis of the Goods and/or Services.

6 DELIVERY

6.1 Unless alternative delivery terms are specified in an Order, in which case those delivery terms shall in the event of a conflict take precedence, the delivery terms set out in this clause 6 shall apply.

- 62 The supply of the Goods and/or Services shall take place at the Pelsis Address. Delivery shall be complete upon the completion of unloading at the Pelsis Address. Time shall be of the essence with regard to the Delivery Date.
- 63 All Goods supplied shall be properly packaged and secured in such a manner as to reach the Pelsis Address in a good condition.
- 64 In respect of the supply of Goods, the Supplier shall be responsible for the cost of carriage and insurance during transit, necessary official authorisation or documents, export and import licences and duties, any applicable taxes and levies relating to delivery of the Goods.
- 65 If the Goods are delivered before the Delivery Date, Pelsis shall be entitled at its sole discretion to refuse to take delivery or to charge the Supplier for insurance and storage of the Goods until the Delivery Date.
- 66 Pelsis' signature on any delivery note of the Supplier is evidence of the number of packages received only and not evidence of the correct quantity of Goods received or that the Goods are in a good condition or of the correct quality.
- 67 Pelsis reserves the right to reject delivery of any Goods if, in its sole opinion, any of the notification requirements in clause 11,1 have not been met to its reasonable satisfaction as at the time of delivery.
- 7 TITLE AND RISK**
- 7.1 Title in the Goods will pass to Pelsis upon completion of delivery at the Pelsis Address.
- 7.2 The Goods will be and shall remain at the Supplier's risk until such time as they are delivered to and have been accepted by Pelsis at the Pelsis Address and are found to be in accordance with the requirements of the Contract. The Supplier shall at all times maintain a contract of insurance with an insurance company of good repute over the Goods and, upon request from Pelsis, assign to Pelsis the benefits of such insurance.
- 8 INSPECTION OF GOODS**
- 8.1 Pelsis shall inspect the Goods upon delivery to the Pelsis Address.
- 8.2 Where damaged or defective Goods are delivered to Pelsis, Pelsis may (whether or not it has accepted the Goods) reject the damaged or defective Goods and the following provisions shall apply:
- 8.2.1 the Supplier shall collect the damaged or defective Goods from Pelsis at the Supplier's expense;
- 8.2.2 during the period between delivery of the Goods to Pelsis and collection by the Supplier, Pelsis shall not be liable for any loss or further damage caused to the damaged or defective Goods;
- 8.2.3 all sums payable by Pelsis in relation to the damaged or defective Goods shall cease to become payable;
- 8.2.4 all sums paid by Pelsis in relation to the damaged or defective Goods shall be repaid by the Supplier immediately;
- 8.2.5 Pelsis shall be entitled to recover from the Supplier any losses, damage, penalties, charges, costs and expenses (including legal expenses) and any other liabilities incurred by Pelsis as a result of or in connection with the Goods being damaged or defective.
- 8.3 Where there are shortages in the volume of Goods supplied by the Supplier Pelsis shall notify the Supplier and the following provisions shall apply:
- 8.3.1 all sums payable by Pelsis in relation to the missing Goods shall cease to become payable;
- 8.3.2 all sums paid by Pelsis in relation to the missing Goods shall be repaid by the Supplier immediately; and
- 8.3.3 Pelsis shall be entitled to recover from the Supplier any losses, damage, penalties, charges, costs and expenses (including legal expenses) and any other liabilities incurred by Pelsis as a result of or in connection with the shortage of Goods supplied by the Supplier.
- 8.4 At Pelsis' sole option, the Supplier shall immediately replace damaged or defective Goods or supply Goods which are missing at the Supplier's expense or Pelsis shall be entitled to cancel, without notice, the whole or any unexecuted part of the Order and the rights referred to in Clause 12.6 shall apply.
- 8.5 Where there is an excess of Goods in relation to an Order Pelsis may reject the excess Goods by notice to the Supplier and the following provisions shall apply:
- 8.5.1 the Supplier shall collect the excess Goods from Pelsis at the Supplier's expense;
- 8.5.2 during the period between delivery of the Goods and collection by the Supplier, Pelsis shall not be liable for any loss or damage caused to the excess Goods; and
- 8.5.3 no sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for the excess Goods, the Supplier shall repay such sums to Pelsis immediately.
- 8.6 Pelsis may accept excess Goods by notifying the Supplier of such acceptance and the price of the excess Goods shall be payable by Pelsis.
- 9 SUPPLIER'S OBLIGATIONS**
- 9.1 In performing its obligations under the Contract the Supplier shall comply with:
- 9.1.1 all applicable laws, statutes, regulations and codes from time to time in force; and
- 9.1.2 Pelsis' Policies.
- 9.2 The Supplier shall, and shall procure that the Supplier Personnel, take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions, and the Supplier agrees to indemnify and keep indemnified Pelsis against any and all losses, damage, penalties, charges, costs and expenses (including legal expenses) and any other liabilities incurred by Pelsis as a result of or in connection with the Supplier's breach of this Clause 9.2.
- 9.3 The Supplier undertakes to permit Pelsis, or anyone appointed by Pelsis to inspect and test the Goods at the Supplier's premises during the course of manufacture and when complete. The Supplier shall immediately rectify any damage or defects in the Goods identified at such inspection by Pelsis.
- 9.4 The Supplier hereby acknowledges and agrees that no such inspection, test or demand for rectification by Pelsis pursuant to Clause 9.3 shall relieve the Supplier of any of its obligations as set out in the Contract or at law.
- 10 SUPPLIER'S WARRANTIES**
- 10.1 The Supplier warrants and represents that:
- 10.1.1 all Services performed under the Contract shall be performed with all due skill and care, in a good and workmanlike manner and in accordance with Good Industry Practice;
- 10.1.2 the Goods comply in all respects with all applicable Specifications and any stipulations set out in the Order, are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and free from any defects in materials and workmanship and are fit for any purpose held out by the Supplier or made known to the Supplier by Pelsis expressly or by implication;
- 10.1.3 the Supplier Personnel have the qualifications, professional competence and experience to carry out the Services in accordance with Good Industry Practice and that the Supplier Personnel are appropriately supervised during the provision of the Services;
- 10.1.4 the Goods will not in any way infringe or violate any Intellectual Property Rights or Confidential Information, nor any contractual, employment or property rights, or other rights of any third parties;
- 10.1.5 it has full capacity and authority to enter into the Contract and that it has or will obtain prior to the commencement of the Services, any necessary licences, consents and permits required of it for the performance of the Services;
- 10.1.6 it has the necessary expertise to comply with the Contract and confirms the accuracy of all statements and representations made in respect of the Goods and/or Services prior to and during the Contract;
- 10.1.7 it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
- 10.1.8 it shall comply at all times with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force from time to time including, without limitation, the Modern Slavery Act 2015.
- 11 REACH / ROHS**
- 11.1 The Supplier shall, at the earliest opportunity upon becoming aware of their application to Goods provided under a Contract, notify Pelsis of any relevant information in respect of:
- 11.1.1 the Registration, Evaluation, Authorisation and Restriction of Chemicals Regulations (EC) No 1907/2006 or its successors (the **REACH Regulations**) including but not limited to the safety data sheet, dates of registration any relevant authorisations and / or restriction, and any relevant changes to the candidate list; and
- 11.1.2 the Restriction of Hazardous Substances in Electronic Equipment Directive 2011/65/EU or its successors including Annex II amendment (EU) 2015/863 and other additional amendments (the **RoHS Directive**).
- 11.2 Where the Supplier is providing Goods to Pelsis to which the RoHS Directive applies, the Supplier warrants and represents that such goods are compliant with the requirements of the RoHS Directive.
- 11.3 The Supplier shall promptly provide any further information reasonably requested by Pelsis in relation to the REACH Regulations and the RoHS Directive.
- 12 REMEDIES, LIABILITY AND INSURANCE**
- 12.1 The Supplier agrees to indemnify and keep indemnified Pelsis in full against:
- 12.1.1 any and all direct losses, damage, penalties, charges, costs and expenses (including legal expenses) and any other liabilities incurred by Pelsis as a result of or in connection with the Supplier's breach of any of its obligations under a Contract;
- 12.1.2 all claims made against Pelsis arising out of the acts and/or omissions of the Supplier and/or the Supplier Personnel; and
- 12.1.3 any and all third party claims for infringement of Intellectual Property Rights in the Goods and/or Services supplied by the Supplier.
- 12.2 The Supplier shall indemnify Pelsis in full and on demand against any end customer fines or charges imposed on Pelsis following the Supplier's failure to comply with the terms of this Contract.
- 12.3 The Supplier shall, and shall procure that the Supplier Personnel shall, comply with all applicable statutes, rules and regulations in providing the Services, including all immigration and employment requirements imposed by any applicable jurisdiction, and the Supplier shall indemnify and keep indemnified and hold harmless Pelsis against and all losses, damage, penalties, charges, costs

- and expenses (including legal expenses) and any other liabilities incurred by Pelsis as a result of or in connection with the Supplier's failure to do so.
- 12.4 The Supplier shall obtain and maintain in force during the Contract adequate and suitable insurance with a reputable insurance company to cover its liabilities under the Contract (including product liability, professional indemnity insurance, in relation to the Services, public liability insurance and employer's liability insurance cover) and shall supply to Pelsis upon demand, certificates to prove that the Supplier has appropriate and valid insurance. The Supplier shall be liable under all provisions or these Conditions and the Contract whether or not it complies with this Clause 12.4.
- 12.5 Nothing in these Conditions excludes or limits the liability of either party for death or personal injury caused by its negligence of any liability for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.
- 12.6 Where Pelsis cancels the whole or part of the Contract in accordance with Clause 8.4:
- 12.6.1 all sums payable by Pelsis in relation to the whole or part of the Contract cancelled shall cease to become payable;
- 12.6.2 all sums paid by Pelsis in relation to the whole or part of the Contract cancelled shall be repaid by the Supplier immediately.
- 12.7 Goods which are repaired or replaced shall be subject to these Conditions in the same manner as those originally delivered under the Contract. If the Supplier refuses to repair or replace the Goods within five Working Days of Pelsis notifying the Supplier under this provision, Pelsis may itself, or through an agent or sub-contractor, or otherwise, repair or replace any Goods itself and the Supplier agrees to reimburse Pelsis for any costs or expenses incurred.
- 12.8 If the Supplier provides the Services (or any part thereof) other than in accordance with the terms of this Agreement, then, without prejudice to any and all other remedies and rights available to Pelsis with respect to the Contract, Pelsis may, at its sole option:
- 12.8.1 require the Supplier promptly to re-perform the defective Services without additional charge to Pelsis; or
- 12.8.2 assess the cost of remedying the defective Services (the **Assessed Cost**) and deduct from any price due to the Supplier the Assessed Cost; or
- 12.8.3 engage another person or organisation to carry out the defective Services, in whole or in part, and all additional expenditure properly incurred by Pelsis in having such defective Services carried out by a third party shall be recoverable by Pelsis from the Supplier.
- 13 TERMINATION**
- 13.1 Without affecting any other right or remedy available to it, Pelsis may terminate the Contract for any reason by providing 90 days' prior written notice to the Supplier.
- 13.2 Without affecting any other right or remedy available to it, Pelsis may terminate the Contract with immediate effect from the date of service of written notice to the Supplier if the Supplier:
- 13.2.1 commits a material and/or persistent breach of any of their obligations under the Contract and (if the breach is capable of remedy) the Supplier fails to remedy it within the time reasonably permitted as stated in any notice in writing provided by Pelsis;
- 13.2.2 commits any act which brings or is likely to bring Pelsis into disrepute or which damages or is likely to damage their interests;
- 13.2.3 undergoes a change of Control; or
- 13.2.4 is subject to an Insolvency Event.
- 13.3 On termination of the Contract for any reason the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.
- 14 INTELLECTUAL PROPERTY RIGHTS**
- 14.1 All Intellectual Property Rights produced from or arising as a result of the performance of the Contract are, so far as not already vested, hereby assigned by the Supplier to Pelsis and shall become the absolute property of Pelsis.
- 14.2 The Supplier acknowledges that the Specification is the absolute property of Pelsis and Pelsis shall retain ownership in any Intellectual Property Rights in any Specification.
- 14.3 The Supplier shall promptly at Pelsis' request do (or procure to be done) all such further acts and things and the execution of all such further documents as Pelsis may from time to time require for the purpose of securing the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Pelsis in accordance with Clauses 14.1 and 14.2.
- 15 CONFIDENTIALITY**
- 15.1 Each party shall and shall procure that their employees, officers, agents, representatives and sub-contractors shall keep secret and not disclose any Confidential Information in relation to the other party obtained by reason of the Contract except information which is in the public domain. This Clause 15 shall apply during the continuance of this Contract and after its termination howsoever arising without limitation in time.
- 15.2 Upon termination or expiration of this Contract for any reason, and upon demand at any time, the Supplier shall immediately:
- 15.2.1 return to Pelsis all Confidential Information that it has received or otherwise obtained from Pelsis;
- 15.2.2 destroy or permanently erase all copies made by it or supplied to it, or by persons who have received Confidential Information;
- 15.2.3 expunge and destroy from any computer, server, word processor or other device in the custody, control or possession of the Supplier any and all Confidential Information; and
- 15.2.4 certify in writing to Pelsis (such certification to be signed by a director of the Supplier) that it has complied with all of its obligations under this Clause 15.2.
- 16 ANTI-BRIBERY**
- 16.1 The Supplier shall:
- 16.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the **Requirements**);
- 16.1.2 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and
- 16.1.3 promptly report to Pelsis any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of a Contract.
- 17 ENTIRE AGREEMENT**
- 17.1 The Contract sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes any previous agreement relating to the subject matter of the Contract, whether written or oral. Each party acknowledges and agrees that in entering into the Contract it places no reliance on any representation or warranty in relation to the subject matter of the Contract, nor shall it have any remedy in relation to the subject matter of the same save as expressly set out in the Contract. The only remedy available to either party for breach of such warranties or representations shall be for breach of contract under the terms of the Contract. Nothing in this Clause 17.1 or in the Contract shall operate so as to exclude or restrict any remedy or liability for fraud or fraudulent misrepresentation.
- 18 GENERAL**
- 18.1 Pelsis shall be entitled to issue requests to change the scope of an Order at any time prior to the delivery of the Goods or at any time either before or during the provision of the Services and the Supplier shall comply with such request subject to the prior written agreement of the parties in respect of the price for such change.
- 18.2 Subject to Clause 18.3, any entity which is not expressly a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the **Act**) to enforce any term of the Contract and the provisions of the Act shall be expressly excluded from the Contract.
- 18.3 Any of Pelsis' Group Companies may obtain the benefit of and enforce any term of the Contract.
- 18.4 The Supplier is engaged as an independent contractor. Nothing in the Contract shall be construed as establishing or implying any agency, partnership or corporate relationship between the parties, or to authorise either party to act as the agent of the other, and neither party shall have the authority to act in the same of or otherwise to bind the other party in any way.
- 18.5 The Supplier shall not be entitled to assign, sub-contract, dispose of or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of Pelsis.
- 18.6 Neither party shall be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, provided that, the parties shall only be entitled to rely on such circumstances if they could not have been avoided by way of reasonable precautions which would be expected of a reasonable and prudent business. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate the Contract immediately upon written notice to the affected party.
- 18.7 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if the Contract had been agreed with the invalid illegal or unenforceable provision eliminated.
- 18.8 No failure or delay by either party in exercising or enforcing any of its rights or remedies under the Contract shall constitute a waiver thereof and no single or partial exercise or enforcement of any of its rights or remedies under the Contract shall preclude or restrict the further exercise or enforcement of any such right or remedy. The rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by law.
- 18.9 Any notice to be given under the Contract by either party to the other shall be in writing and may be served personally by hand or by post to:
- 18.9.1 in the case of notices to be served upon Pelsis, to the following address:
Sterling House, Grimbold Crag Close, Knaresborough, North Yorkshire HG5 8PJ; and
- 18.9.2 in the case of notices to be served upon the Supplier by post, to the address detailed on the Order.

18.10 Any such notice shall be deemed to have been served:

18.10.1 if delivered by hand, at the time of delivery; or

18.10.2 if posted, at the expiration of 48 hours after the envelope containing the same shall have been put in the post.

If any such notice arrives on any day which is not a Working Day, it shall be deemed to have been delivered on the next following Working Day.

18.11 The Contract (and all matters, including any non-contractual obligations, arising under or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.