

The customer's attention is drawn in particular to the provisions of clause 10 which limits the liability of the Supplier.

1. Interpretation

1.1 Definitions:

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

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

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

Delivery Location: has the meaning given in clause 4.1.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

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

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or in the Customer's written or oral acceptance of the Supplier's quotation, the Customer's written acceptance of the Supplier's quotation or the Customer making payment to the Supplier.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier attached to the Order or provided to the Customer via email.

Supplier: First Fence Limited (registered in England and Wales with company number 07142033).

Warranty Period: has the meaning given in clause 5.1.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification (submitted by the Customer) are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order or when the Supplier and Customer actively begin and proceed with the terms of the Order regardless of written acceptance, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 5 Business Days from its date of issue.

3. Goods

- 3.1 The Goods are described in the Supplier's catalogue (either via an online format (Supplier website) or other form of method by which the Goods are described) as modified by any applicable Specification or entirely as detailed within the Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Delivery

- 4.1 At the time of delivery (in accordance with this clause 6, the Customer warrants:
- (a) that all necessary labour, equipment and facilities to enable the correct offloading of the "Goods" will be provided by the Customer in a safe environment;
 - (b) all unloading will be completed with reasonable speed and for the purposes of this clause 6.5.2 a delivery shall take no more than 30 minutes from arrival of the delivery van; and
 - (c) dispose of any delivery material received as part of the delivery (to include materials of wood, metal stillages or plastics).
- 4.2 The Customer also warrants that the Customer shall provide the Supplier or its representative who is undertaking the delivery with the appropriate delivery environment (as defined in the Order) and furthermore shall not delay in anyway the delivery and where the delivery is delayed shall keep such delay to an absolute minimum. The parties agree that where the delivery is delayed following arrival for a period exceeding 30 minutes, for each 30-minute window after arriving for delivery where delivery has not occurred, the Supplier may charge (at its discretion) the Customer a "late delivery fee" of £200 per 30-minute window provided that such charge shall only apply for a maximum of 2 hours at any one time. After such 2-hour window and if the delivery is still unable to deliver (or deems it inappropriate to deliver) the delivery driver may leave and the customer shall be charged a fee for non-delivery which shall be a debt following the Supplier issuing an invoice.

- 4.3 The Customer further warrants that all acts all actions set out in clause 4.1 (a), (b), (c), 4.2 and this clause 4.3 will be at the sole risk of the Customer and the Customer shall indemnify the Supplier for any lost, costs, claims, actions or any other such matter which the Supplier incurs as a result of the Customer not fulfilling its duties under clauses 4.1 (a), (b), (c). 4.2 and 4.3.
- 4.4 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.5 If the Customer chooses to collect the Goods it shall collect the Goods from the Supplier's premises as specified on the Order or such other location as may be advised by the Supplier prior to delivery (**Delivery Location**) within three Business Days of the Supplier notifying the Customer that the Goods are ready.
- 4.6 The price agreed in the Order includes Suppliers normal delivery charges but where the Supplier incurs further (which can be (but not limited to) the Customer not meeting its obligations under the provisions of this clause 4, the Supplier will charge the Customer additional costs or expenses such as (but not limited to): i) those caused by delivery of less than a full load, ii) complying with your request for delivery outside our normal delivery pattern (being 6am to 6pm Monday to Friday except holidays and bank holidays unless stated otherwise on the Order) or trading by instalments, iii) orders of small value which are not economical for us to deliver free; or iv) providing assistance through representatives at the time of delivery.
- 4.7 Delivery is completed on the completion of loading of the Goods at the Delivery Location. At the discretion of the Supplier, Delivery may be made in stages (and invoiced at each stage separately) by way of notification to the Customer.
- 4.8 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.9 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.10 If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.11 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.12 If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.13 The Supplier may deliver the Goods by instalments, which shall (unless the Customer has already paid) be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.14 Notwithstanding the provisions in this clause 4 and in particular the warranty provided in clause 4.1 (a), where the Customer requests (and the Supplier accepts in writing) the Supplier to provide all necessary labour, equipment and facilities to enable the correct offloading of the "Goods", the Customer warrants that it shall meet and deliver all requested conditions and settings (the "Environment") requested by the Supplier to enable the Supplier to deliver the Goods in accordance with this clause 4.14. In addition, where the Customer makes such requests the Customer shall pay all costs and expenses of the Supplier in meeting the Delivery conditions and where the Customer fails to provide the Environment in accordance with the Supplier's request at the time of delivery, the Customer, without delay shall pay all costs and expenses incurred by the Supplier as a result of such breach.
- 5. Quality**
- 5.1 Save as provided in section 12 of the Sales of Goods Act 1979, the Supplier gives no warranty and makes no representation whether express or implied as to any matter whatsoever including (without limitation) condition, merchantability or fitness for any purpose.

- 5.2 The Supplier accepts no liability for any loss or damage suffered by the Customer or any third party as a result of or in connection with the Goods being used for a purpose which the Goods were not intended.
- 5.3 The Supplier warrants that on delivery, and for a period of 28 days from the date of delivery (**Warranty Period**), the Goods shall:
- (a) conform in all material respects with their description and any applicable Specification subject to the provisions of this Agreement; and
 - (b) be free from material defects in design, material and workmanship.
- 5.4 Subject to clause 5.5, if:
- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.5 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.4;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Customer fails to notify the Supplier with written notice within the Warranty Period; or
 - (g) the Goods differ from their description the Specification because of changes made to ensure they comply with applicable statutory or regulatory requirements.

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

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

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

6. Installation

6.1 Where the Customer has requested (and the Supplier has accepted) a installation or installations under terms set out in the Order, we shall undertake such installations either by a representative of First Fence Limited or a sub-contractor who we appoint at our discretion.

6.2 Where a installation is undertaken, you warrant that the conditions set out in the "Installation Conditions" as set out in the Order are correct and true and you indemnify us, without limitation for any loss, expense, costs or claims that may result from either the Installation Conditions being incorrect or the circumstances once the Supplier or its sub-contractor begins the installation revealing an alternative circumstance or circumstances.

6.3 Where the Installation Conditions differ on arrival or by discovery from those set out within the Order including delays, the Supplier (its representative, employee or its sub-contractor) reserves the right to abandon the installation and shall continue to abandon the installation until such time that the Installation Conditions are approved by the Supplier, in writing. Where the Supplier is required to abandon such installation in accordance with this clause 6.3, the Customer shall pay immediately and on demand, all costs and expenses incurred by the Supplier as a result of such abandonment and such costs and expenses shall be in addition to the installation fee. If a revised Installation Condition cannot be agreed 7 days from the date of the original installation, the Supplier reserves the right to cancel the services relating to the installation and retain the installation fee. The Customer acknowledges this right of the Supplier and shall not bring any recourse against the Supplier.

7. Cancellation and Customer Postponement

7.1 Cancellation or postponement of orders cannot be accepted without prior written consent of the Supplier provided no cancellation requests (whether in writing or oral) can be made 24 hours after the date of order and in the event of cancellation, the Customer shall pay to the Supplier all costs and expenses incurred by the Supplier up to the date of the time of cancellation which shall include all loss of profits and other loss or damage resulting to the Supplier as a result of the cancellation. The Customer shall reimburse the Supplier

within 7 working days of the Supplier making the Customer aware of the costs due to them because of this clause 7.1.

- 7.2 Subject to the provisions of clause 7.1, where the Customer requests postponement of an order and the Supplier accepts such request, in writing, the Supplier reserves the right to charge additional costs and expenses incurred by the Supplier as a result of the postponement request. In the event of such postponement, the Customer agrees to reimburse the Supplier for any reasonable and verifiable costs incurred by the Supplier as a direct result of the postponement. These may include, but are not limited to, additional storage, handling, administrative, transportation, and logistical costs. Any costs charged to the Customer under this clause will be calculated based on the Supplier's actual costs, and the Supplier shall provide an itemised statement of such costs upon the Customer's request. The parties acknowledge that the costs described in this clause are intended to compensate the Supplier for the actual costs incurred because of the postponement and do not constitute a penalty but are a genuine pre-estimate of loss.
- 7.3 Where this Agreement is terminated in accordance with clause 7.1 (subject to Supplier written consent) the Customer will be liable for the Cancellation Fee as defined in clause 7.4. The Cancellation Fee will incorporate the costs incurred by the Supplier when accepting the order in the following manner:
- 7.4 To a level up to 20% of the Order Fee (to be defined in the Order From) regarding costs incurred by the Supplier in connection (but by no means limited to):
- (a) investigating the affairs of Customers prior to entry into this Agreement;
 - (b) negotiating, preparing, and executing this agreement and any documents referred to in it; and
 - (c) rescinding or terminating this agreement.

And for the purposes of this agreement, such costs shall be defined as the Cancellation Fee.

- 7.5 To a level up to a further 20% of the Order Fee (to be defined in the Order From) regarding costs incurred by the Supplier in connection with (but by no means limited to) all the costs, including irrecoverable VAT, and incurred by Supplier in connection (but not limited to) with arranging storage of the Product and costs related to that storage
- 7.6 The Cancellation Fee will be determined at the point of Cancellation. However, the total charge of the Cancellation shall not at any time exceed 40% of the Order Fee regarding the Goods only and any additional cost for Delivery.
- 7.7 The parties acknowledge that the Cancellation Fee is intended to compensate the Supplier for the actual costs incurred because of the cancellation and do not constitute a penalty but are a genuine pre-estimate of loss.

7.8 Notwithstanding the provisions in this clause 7 the Supplier may at its sole discretion (and only by way of Sales Managers (from time to time) written approval) waive the cost of a Cancellation Fee by way of written notice to the Customer provided that such circumstance will only be considered in exceptional circumstances.

7.9 For avoidance of doubt, any non-standard, bespoke, Goods which are not normally stocked by the Supplier or Goods which have been modified (including painted) for the Customer shall be exempt from this clause 7 and cannot be returned and/or refunded.

8. Title and risk

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

8.2 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 8.4.

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

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d); and
- (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.

8.4 Subject to clause 8.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

8.5 At any time before title to the Goods passes to the Customer, the Supplier may:

- (a) by notice in writing, terminate the Customer's right under clause 8.4 to resell the Goods or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9. Price and payment

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

9.2 Credit facilities are offered at the Suppliers discretion and may be withdrawn, reduced or at any time at the sole discretion of the Supplier.

9.3 The Supplier may, by giving notice to the Customer at any time up to 7 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

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

9.4 The price of the Goods:

- (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

9.5 The Supplier may invoice the Customer for the Goods up to any time after the completion of delivery (unless the invoice has already been settled).

9.6 The Customer shall pay each unpaid invoice submitted by the Supplier:

- (a) within 30 days from the last month or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

9.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.8 Notwithstanding the provisions as set out in this clause 9, if the Supplier believes that the Customer's financial position has deteriorated or has reason to believe the Customer's financial position may deteriorate in the near future, the Supplier (at its discretion) can either demand advance payment of the Goods or demand immediate payment of the Goods and invoice from the Customer by serving written notice on the Customer.

9.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Limitation of liability

10.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

10.2 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) a defect which arises from wilful damage, negligence, abnormal working conditions, misuse, alteration or repairs of the Goods or a failure of the Customer to follow applicable laws and regulations including British industry standards relevant to the Goods which shall include storage of the Goods in unsuitable conditions;
- (e) a defect which has not been notified to the Supplier within the Warranty Period; or
- (f) defective products under the Consumer Protection Act 1987.

10.4 Subject to clause 10.3, the Supplier's total liability on an aggregate basis to the Customer shall not exceed the total sum payable under the Order of the particular Order to which the claim relates.

10.5 Subject to clause 10.3, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

10.6 This clause 10 shall survive termination of the Contract.

11. Laws and Regulation

11.1 The Customer hereby warrants and agrees that that it shall follow and adhere to any applicable laws and regulations associated with the Goods. These laws shall include any health and safety and environmental and waste management legislation and regulations. The Customer warrants that they Customer shall undertake to ensure that the Customer, its employees, agents and customers shall adhere any such legislation or regulations and/or directions in using the Goods as provided by the Supplier.

12. Customer Indemnities

- 12.1 You will unconditionally, fully and effectively indemnify us against all damages, costs on an indemnity basis and expenses awarded against, or incurred, by us in connection with, or paid or agreed to be paid by us in settlement of any claim by a third party (including any regulatory body) against us as a result of your breach of this Agreement, any warranties provided by you or by an act, omission or form of negligence on your part.

13. Termination

- 13.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

- 13.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 13.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for (1) one month, the party not affected may terminate the Contract by giving seven (7) days written notice to the affected party.

15. General

15.1 Assignment and other dealings.

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

15.2 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2(b).
- (b) Each party may disclose the other party's confidential information:

- (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15.3 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.5 Waiver.

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15.6 Set Off. The Customer hereby waives any and all existing, future claims for compensation or set off against any payments due by the Customer to the Supplier under any Order or contract between the parties and shall pay all sums due to the Supplier in accordance with the agreed payment terms, regardless of any ongoing dispute.

15.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 15.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):
Supplier: Vinny.kotecha@firstfence.co.uk
Customer: the email address as stated on the Order From.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

15.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

15.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.