



Terms and Conditions for the sale and supply of Goods or Services

These Terms and Conditions apply to the sale and supply of Goods or Services by the Supplier. The Customer's attention is drawn to clauses 7, 9 and 11 of these Terms and Conditions which are found on the Customers website (www.nicholloils.com). All Orders of Goods and Services from the Supplier are deemed to be acceptance of these Terms and Conditions. If the customer does not accept these Terms and Conditions the Customer should not order any Goods or Services from the Supplier.

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in these terms and conditions.

1.1 "Contract" means the contract for the sale and purchase of the Goods in accordance with these Conditions.

1.2 "Conditions" means the terms and conditions set out in this document as amended from time to time.

1.3 "Customer" means the party ordering the Goods or Services from the Supplier.

1.4 "Month" means a calendar month beginning on the first day of that month.

1.5 "Delivery Location" means any location specified in the Order for the delivery of the Goods.

1.6 "Delivery Time" means the approximate time for delivery as set out in Order.

1.7 "Goods or Services" means the petroleum or liquid fuel product or products or Services such as boiler installation or servicing, tank testing or other general oil-related services as set out in the Order

1.8 "Product Specification" means the Goods quality standards, performance requirements and compliance obligations.

1.9 "Working Days" means any day other than a Sunday, or public holiday in the UK that the Supplier closes.

1.10 "Order" means the Customer's order for the Goods or Services as set out in the Supplier's Delivery Documentation

1.11 "Supplier" means Nicholls (Fuel Oils) Limited whose registered office is 172-176 Clooney Road, Greysteel, Co Londonderry, N Ireland, BT47 3DY and/or its successors, assignees, sub-contractors and authorised agents acting within the terms of their agency agreement

1.12 "Storage Tank" means the Customer's storage tank, container or other receptacle for storing the Goods.

1.13 "Ullage" means the air space between the surface of the petroleum or liquid fuel product already existing in the Customer's Storage Tank and the top of the Customer's Storage Tank.

1.14 "Trade Credit Account" means an agreement between the Customer and Supplier enabling the Customer to pay for the Goods at a later scheduled date.



1.15 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.16 A reference to a party includes its successors and permitted assigns.

1.17 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.

1.18 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.19 A reference to writing or written includes 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 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, at which point the Contract shall come into existence and in the case of a telephone Order at the point the Supplier verbally confirms the Order it is deemed to be accepted in accordance with these Conditions. For the avoidance of doubt, unless expressly stated by the Supplier, verbal confirmation shall be deemed to have occurred 24 hours after the telephone Order is made by the Customer.

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 or advertising produced by the Supplier, including on the Supplier's website, 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 and a quotation is subject to change by the Supplier at any time.

2.7 Each Order is a separate Contract, irrespective of whether each contract number refers to a single delivery or multiple deliveries.



3. GOODS

3.1 The Goods are as described in the Order.

3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement and make minor modifications to the specification if the Supplier considers it necessary and the Supplier shall notify the Customer in any such event.

3.3 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.

4. PRICE AND PAYMENT

4.1 The price of the Goods (including delivery and any other costs to be charged by the Supplier) shall be set out in the Order.

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

4.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing, transport and demurrage costs)

4.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, delivery vehicle or the Specification;

4.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

4.3 The price of the Goods 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 excludes the costs and charges of insurance and transport of the Goods, which shall be invoiced to the Customer.

4.4 Subject to clause 4.7 below, payment for the Goods may be made in cash, by credit or debit card, cheque, direct debit, internet or telephone banking and through the Trade Credit Account.

4.5 When the Goods have been ordered through the Supplier's website, payment is due at the time the Order is placed and accepted in accordance with these Conditions.

4.6 When the Goods have been ordered over the phone, payment is due at the time the Order is placed and accepted in accordance with these Conditions.

4.7 If the Customer has a Trade Credit Account, the Supplier reserves the right to suspend the sale of the Goods and/or to require payment with any Order at any time if the Customer's credit limit will be exceeded by the placing of a new order or if the Customer's payment terms have been exceeded.

4.8 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid sums and if the Customer fails to pay any such sum due under these Conditions the Customer shall pay interest on the overdue sum from the due date



until payment of the overdue sum, whether before or after judgment at the rate of 4% above the base lending rate of the Bank of England from time to time.

4.9 Any delay or default by the Customer in making payment in accordance with condition 4.4 shall render all sums owing to the Company on any account whatsoever including the costs of recovery of such sums, due and payable forthwith without requirement for any notice to be given to the Buyer, and interest will be charged in accordance with condition 4.10 with immediate effect until the date of actual payment

4.10 In the event of any delay in payment beyond the date payment is due, the Customer shall pay the Supplier interest on a daily basis at the rate of 5% over and above the base lending rate of the Bank of England from time to time for the period that the payment is overdue or at the rate of 2.5% per month, whichever is higher, Interest shall accrue at such rate both before and after Judgement until payment in full.

4.11 The Customer shall make no deduction from the invoice price of the Goods and/or Services on account of any set-offs or claims

4.12 The Supplier shall be entitled to a general lien on all goods of the Customer in the Supplier's possession (including goods of the Customer which have been paid for) for the unpaid price of all Goods and/or Services sold to the Customer by the Supplier under this or any other contract.

4.13 The Supplier shall be entitled to impose a charge if the Customer's cheque and/or direct debit tendered in payment for Goods and/or Services are dishonoured by the bank in the amount of £25.00 per cheque/direct debit for each time it is dishonoured.

4.14 Any Customer wishing to pay their account by credit card should note that business credit card payments are subject to a 2% payment surcharge fee or other percentage surcharge fee as to recover the cost of any fee from a bank or card acquirer.

5. DELIVERY

5.1 The Supplier shall deliver the Goods to the Delivery Location at the approximate Delivery Time or such other time as the parties may agree.

5.2 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note, any contract number or all relevant Customer and Supplier reference numbers and the type and quantity of the Goods (including the code number of the Goods, where applicable) being delivered to the Delivery Location.

5.3 The Supplier reserves the right to deliver the Goods in instalments which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence, therefore the Supplier will not be liable in any respect to the Customer as a result of any delay.

5.5 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



(including changing instructions) or any other instructions that are relevant to the supply of the Goods.

5.6 If the Supplier fails to deliver the Goods or provide the Service, its liability shall be limited to replacing the Goods or Service within a reasonable time. 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.

5.7 If the Customer cancels a delivery for Goods ordered within one working day prior to the Delivery Time the Supplier reserves the right to charge a cancellation fee up to £50 for a Domestic Customer and £100 for any other customer which sum must be paid in full prior to any further delivery of the Goods by the Supplier to the Customer.

5.8 The Customer shall ensure that:

5.8.1 there is sufficient Ullage in the Storage Tank for the quantity ordered in the Order to be accommodated in the Storage Tank prior to the Goods being delivered by the Supplier to the Delivery Location;

5.8.2 all Storage Tanks are clearly and correctly labelled with the description of the grade of the petroleum or liquid fuel product stored and, where relevant, the tank number and capacity and access to the Delivery Location and Storage Tank is clear and accessible at all times ; and

5.8.3 each Storage Tank can receive and safely store the Goods specified in the delivery note (without the Goods causing physical loss or damage to land or water or injury to any person) including, without limitation, that all pipework and the hose connection to the Storage Tank is installed and/or connected to the correct Storage Tank to receive the delivery of the Goods.

5.9 If the Customer changes the amount of the Goods ordered within one working day prior to the Delivery Time or fails to comply with its obligations at clause 5.8 above the Supplier reserves the right to charge a fee up to £50 for a Domestic Customer and £100 for any other customer which must be paid in full prior to any further delivery of the Goods by the Supplier to the Customer.

5.10 Without prejudice to clause 5.9 above, the Customer shall fully indemnify the Supplier in respect of any claim, loss, leakage and contamination of the Goods, which occurs or may be brought against or incurred by the Supplier in respect of the Buyer's failure to comply with clause 5.8.

5.11 Delivery will be deemed to have taken place when the Goods start passing through the hose connection of the Storage Tank.

5.12 If the Customer fails to accept delivery of the Goods upon delivery then, except where such failure or delay is caused by a Force Majeure Event, delivery of the Goods shall be deemed to have been completed at 5:30pm on the day on which the Supplier attempted to deliver the Goods and the Supplier shall store the Goods until delivery takes place provided always that the Supplier will charge the Customer for all related costs and expenses (including insurance).

5.13 If 28 days after the day on which the Supplier attempted to deliver the Goods to the Delivery Location has not accepted 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.

5.14 The Supplier reserves the right at any time to refuse to make delivery of the goods or any part of them if in its sole opinion the storage and offloading facilities proposed by the Customer are inadequate, unsuitable or unsafe for the Goods or Services. All reasonable costs incurred by the Supplier in attempting to make delivery shall be for the account of and shall be met by the Customer. Where any of the Goods or Services are delivered by the Supplier or the Supplier's agent such delivery shall in no way constitute a commitment or representation by the Supplier as the suitability or safety of the Customer's storage or offloading facilities so that the Supplier shall be under no liability in respect of the storage or offloading facilities used by the Customer. The Customer is expected to satisfy himself as to the suitability of storage and offloading facilities provided and the Supplier will accept no claims in respect of damage or loss to the Customer as a result of inadequate, unsuitable or unsafe storage or offloading facilities. The Customer is expected to acquaint himself fully and observe all statutory provisions relating to the supply and storage of Goods or Services.

5.15 If delivery is to be affected by the Supplier delivering the goods to the Customer's premises, and the delivery is being made by the Supplier's Road tank wagon, the Customer shall provide and promptly indicate to the Supplier's driver a sound, proper and safe route for the passage and manoeuvring of the Supplier's vehicle between the public roadway and the actual point of unloading. The Customer hereby indemnifies the Supplier and the Supplier's driver against any damages, losses, proceedings, claims, costs or expenses whatsoever (including any damage to the surface or structure of the route) caused by any failure by the Customer to provide a sound, proper and safe route as per aforesaid, condition or by any cause other than by the negligence of the Supplier or its Driver.

15.16 Deliveries in Bulk. The Supplier does not accept responsibility for the dipping, checking or testing of the Customer's tanks. The Customer is obliged to ensure that the Supplier's driver is provided with written instructions providing the relevant storage tank details for each grade of product to be discharged into the Customer's tanks rests entirely upon the Customers.

6. MEASUREMENT OF GOODS

6.1 The Supplier's method of measurement shall be accepted by the Customer and the Customer has no right to refuse delivery of the Goods based on the delivered volume of the Product and the Customer hereby agrees that the Goods are sold subject to normal tolerances, variations and limitations in respect of mass, composition, surface and internal conditions, chemical composition and quality and normal mill practice of up to 10% over and under consignment weight of the Goods with reasonable quality deviations arising from damage in transit.

6.2 The Supplier's measurements of quantity shall be accepted by the Customers, and in the case of petroleum or liquid fuel product shall be corrected to standard litres at 15°C. The Supplier's reading of which shall be conclusive and binding upon both parties.

RISK, REPLACEMENT AND PROPERTY IN THE GOODS

7.1 The risk in the Goods shall pass upon Delivery.

7.2 Subject to Clause 7.2.5, if:



7.2.1 the Customer gives notice in writing to the Supplier as soon as possible, , and in any event within seven (7) Working Days of discovery that some or all of the Goods do not comply with the description in the Order; or

7.2.2 The Customer gives notice in writing to the Supplier as soon as possible, and in any event within seven (7) Working Days of discovery of any Goods that do not meet Product Specification.

7.2.3 the Supplier is given a reasonable opportunity of examining such Goods; and

7.2.4 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 the option of the Supplier, replace the defective Goods, or refund the price of the defective Goods in full.

7.2.5 If the Customer does not provide notice of deviation from Product Specification within seven (7) Working Days of delivery, such Goods shall be deemed to be in compliance with the Product Specification.

7.4 Except as provided in Clause 7.2, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the description set out in the Order.

7.5 Title to the Goods shall not pass to the Customer until 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 which case title to the Goods shall pass at the time of payment of all such sums.

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

7.6.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property, including applying Supplier name plates on all Storage Tanks used for the Goods;

7.6.2 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

7.6.3 notify the Supplier immediately if it becomes subject to any of the events listed in Clause 7 of these Conditions; and

7.6.4 give the Supplier such information as the Supplier may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.

7.6.5 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, including the Delivery Location or of any third party where the Goods are stored in order to recover them.



8. FORCE MAJEURE

8.1 The Supplier will not be responsible if it is unable to perform its obligations under the Contract due to events which are genuinely beyond its reasonable control.

8.2 The Supplier shall not be deemed to be in breach of this Contract or liable to the Customer by reason of any delay or failure in performance or in the non-performance of any of its obligation hereunder to the extent that such delay, failure, non-performance, or other liability arises out of force majeure.

8.3 For the purposes of this clause the term "force majeure" shall mean any circumstances whatsoever, which are not within the reasonable control and are without the fault or negligence of the party wishing to rely on the circumstances, including without limiting the generality thereof:

8.3.1 outbreak of disease, epidemic or pandemic, flood, tempest or other adverse weather conditions, acts of God, war, whether declared or not, insurrection, civil disturbance, sabotage or terrorist activity;

8.3.2 strikes, lockouts or other industrial action, to which the Supplier is or may be a party (whether or not the settlement thereof shall be at the discretion of the party in question) or the reasonable apprehension of any such strike lockout or labour dispute;

8.3.3 compliance with any acts, regulations, bye laws, orders or restriction made or imposed by any public authority;

8.3.4 any discontinuance whether total or partial, permanent or temporary, of any of the Supplier's or its sources, or contemplated sources, of supply of crude petroleum, the Goods under this Contract or other petroleum or liquid fuel products, or the means of delivery of any aforementioned products.

8.4 For the purposes of sub-clause 8.3.3:

8.4.1 Compliance with any acts, regulations, bye laws, orders or restrictions made or imposed by any public authority shall be deemed to include the performance whether before, on or after the date of commencement of the Contract, of any obligations arising out of any contract or arrangement by which any public authority is entitled to acquire or restrict the supply of crude petroleum, other petroleum products or liquid fuel products.

8.4.2 Public authority means:

8.4.3 any government, whether national or provincial or its agent;

8.4.4 any port or other public authority;

8.4.5 any person or body acting for such government, authority, Commission, or for any agency thereof; or

8.4.6 any lawfully constituted court.

8.5 In the event of any of the circumstances in clause 8.4 above occurring, and in order for a party to rely on this clause, such party shall as soon as is reasonably practicable notify the other of the circumstances giving rise to force majeure and the estimated duration.



8.6 In the event of the Supplier giving notice under 8.5

the Supplier shall be at liberty to withhold, reduce or suspend deliveries or collections hereunder to such extent and in accordance with such priorities as may be reasonable and equitable in all the circumstances pertaining at the relevant time, and the Supplier shall not be bound to acquire, by purchase or otherwise, additional quantities from other suppliers and the Customer shall be free to purchase from other suppliers any deficiency of deliveries caused by the operation of this clause.

8.7 The Supplier and the Customer shall use their reasonable endeavours to resume the performance of this Contract as soon as is reasonably practicable.

9. TERMINATION

9.1 Without limiting its other rights and remedies, the Supplier may terminate any Contract for the supply of Goods and/or Services with immediate effect by giving written notice to the Customer if:

9.1.1 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 7 days of that party being notified in writing to do so;

9.1.1.1 the Customer fails to make any payment when it becomes due and payable;

9.1.1.2 the Customer exceeds its line of credit pursuant to the Trade Credit Account.

9.2 Either party may terminate any Contract for the supply of Goods and/or Services with immediate effect by giving written notice to the other if:

9.2.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);

9.2.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

9.2.3 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

9.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);

9.2.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

9.2.6 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;



9.2.7 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

9.2.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

9.2.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 9.2.1 to 9.2.8 (inclusive);

9.2.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

9.2.11 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy;

9.3 After termination the Customer shall pay to the Supplier immediately on demand all principal, interest, costs (including legal costs) charges and expenses of, and incidental to, any enforcement action that the Supplier may take against the Customer to recover all sums owed to it pursuant to these Conditions.

9.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

9.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

10. ASSIGNMENT

10.1 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.

10.2 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.

11. LIABILITY

11.1 Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.



11.2 Subject to clause 11.1, the Supplier shall not be liable for the following non-exhaustive list of specific heads of loss:

- (a) loss of profits or anticipated profits ;
- (b) loss of sales, business or business interruption;
- (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;
- (g) loss of or damage to the Storage Tank, associated pipework and equipment and road tank wagons; and
- (h) indirect or consequential loss.

11.3 Subject to clause 11.1, the restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence) misrepresentation, restitution or otherwise.

11.4 Subject to Clause 11.1 the Supplier's total liability to the Customer in respect of damage to property caused by the negligence of its employees and agents in connection with the delivery of the Goods or Services to the Customer shall not exceed the cap (the Property Cap) for any one event or series of connected or similar events.

In this clause 11.4:

The Property Cap is limited to the lesser of one hundred and fifty per cent (150%) of the invoice price of the Goods or Services paid by the Customer for such Delivery in which the damage to the property occurred or £10,000;

11.5 Subject to Clause 11.1 the Supplier's total liability to the Customer in respect of any breach (other than in relation to damage caused to the Customers property) of these Conditions occurring within a calendar year shall not exceed the cap (the Breach Cap) for any one event or series of connected or similar events.

In this clause 11.5:

The Breach Cap is limited to the lesser of one hundred and twenty-five per cent (125%) of the invoice price of the Goods or Services paid by the Customer for such Delivery in which the breaches occurred or £5000;



12. WAIVER AND FORBEARANCE

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. GENERAL

13.1 The Contract shall be governed by and construed in accordance with the law of Northern Ireland and the parties agree to submit to the exclusive jurisdiction of the courts of Northern Ireland.

13.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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

13.4 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 Clause 13.4 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.

13.5 The Seller reserves the right to effect delivery by means of a contractor.

13.6 Nothing under the contract shall give rights to any person who is not a party to it (whether under the Contracts (Rights of Third Parties) Act 1999) or otherwise.

13.7 The Supplier may at any time, without notice to the Customer set-off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by the Supplier of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

13.8 All calls may be recorded for training and quality purposes.

13.9 The Customer shall not use the Supplier's name, logo or other intellectual property rights in advertising or publicity without the Supplier's prior written consent.

13.10 If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal invalid, void, void able, unenforceability or unreasonableness be deemed sever able and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.11 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.



13.12 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

13.13 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

13.14 Nothing in these Conditions confers on any third party any benefit or any right to enforce any of these Conditions except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to the Contract.