

# General terms and conditions

## WestWood Liquid Technologies Limited

[26.09.2014]

### 1. Application of terms and conditions

All our sales, deliveries and services are subject to the terms and conditions (**Terms**) set out below to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any different terms and conditions, especially conditions of purchase and service conditions, are only valid if they have been expressly confirmed. These terms are intended for business customers only. We do not sell our goods to consumers. If you are a consumer and would like to purchase our goods, please send an email to [info@westwood.eu](mailto:info@westwood.eu) and we will endeavour to reply.

### 2. Definitions and interpretation

- 2.1. In this agreement unless the context otherwise requires the following expressions have the following meanings:

|                            |  |
|----------------------------|--|
| <b>Business Day</b>        | a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.  |
| <b>Contract</b>            | the contract between WestWood and the Customer for the sale and purchase of the Goods in accordance with these Terms.  |
| <b>Customer</b>            | the person or firm who purchases the Goods from WestWood. Any reference to " <b>you</b> " or " <b>yours</b> " refers to the Customer.  |
| <b>Delivery Location</b>   | as defined in paragraph 6.1.1.   |
| <b>Force Majeure Event</b> | any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, traffic and operational disruptions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors. |
| <b>Goods</b>               | the goods (or any part of them) set out in the Order.  |
| <b>Order</b>               | the Customer's order for the Goods, as set out in the Customer's purchase order form.  |
| <b>Specifications</b>      | any specifications for the Goods, including any colour descriptions and any related drawings, that is agreed by the Customer and WestWood.   |
| <b>Terms</b>               | the terms and conditions set out in this document as amended from time to time in accordance with paragraph 14.6.  |
| <b>WestWood</b>            | WestWood Liquid Technologies Limited (registered in England and Wales with company number 08570476 and whose registered office address is 16 Great Queen Street, London WC2B 5DG). Our VAT number is: 168544183. Any reference to " <b>we</b> ", " <b>ours</b> " or " <b>us</b> " refers to WestWood.  |

- 2.2. In this agreement:

- 2.2.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- 2.2.2. a reference to a party includes its personal representatives, successors or permitted assigns;
- 2.2.3. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 2.2.4. any phrase introduced by the terms including, include, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and
- 2.2.5. a reference to writing or written includes faxes and e-mails.

### 3. Offers and conclusion of the Contract

- 3.1. Our offers are always subject to confirmation as regards price, quantity, delivery period and delivery facilities. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. If the Customer only indicates the square or cubic measure in the purchase order, we will calculate the material requirements subject to confirmation. We do not accept any responsibility if the material required to fulfil the Order is more or less than the calculated amount.
- 3.2. The Order will only be deemed to be accepted when WestWood issues a written acceptance of the Order, at which point the Contract will come into existence.
- 3.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of WestWood which is not set out in the Contract. Our sales staff, technical advisers and field representatives are not authorised to enter into supplementary verbal agreements or to give assurances that go beyond the contents of the written contract.
- 3.4. Any samples, drawings, descriptive matter, or advertising produced by WestWood and any descriptions or illustrations contained in WestWood's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract or have any contractual force.
- 3.5. Any quotation for the Goods given by WestWood will not constitute an offer. A quotation will only be valid for a period of 30 days from its date of issue.

### 4. Goods

- 4.1. The Goods are described in the Supplier's catalogue as modified by any applicable Specification.
- 4.2. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer will 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 reasonable 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 4.2 shall survive termination of the Contract.
- 4.3. The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

### 5. Prices

- 5.1. Our prices are quoted ex works (**EXW**) Incoterms 2010 and include standard packaging and we will arrange for delivery of the Goods except where you prefer to arrange this yourself. Further information is contained in paragraph 6.4 and paragraph 6.5 in relation to transportation costs. The applicable prices are those that are set out in the Order, or if no price is quoted, the price set out in WestWood's published price list in force as at the date of the Order. The prices are displayed in Pounds Sterling (GBP) and exclude value-added tax. Value-added tax will be specified at the statutory rate on the invoice date. In the event of continuous obligations, e.g. open-end or multi-delivery contracts, the applicable price is the one that is valid on the date of delivery

of the relevant delivery. In such cases only, the Customer is entitled, in the event of a price increase, to withdraw from the contract, with any further claims being excluded. Such withdrawal from the Contract only affects the deliveries that would have been invoiced at a higher price.

- 5.2. WestWood 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:
- 5.2.1. any factor beyond WestWood's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 5.2.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - 5.2.3. any delay caused by any instructions of the Customer or failure of the Customer to give WestWood adequate or accurate information or instructions.
- 5.3. The prices are deemed to have been accepted unless objected to in writing within 30 days of the invoice date.

## **6. Terms and conditions of delivery**

### **6.1. Delivery date**

- 6.1.1. WestWood will 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 WestWood notifies the Customer that the Goods are ready.
- 6.1.2. Where any Orders received by the order booking team are received before 11 a.m. on a Business Day, subject to availability, we will endeavour to deliver the Goods to an address in the United Kingdom within four Business Days.
- 6.1.3. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. WestWood will 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 WestWood with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.1.4. If WestWood fails to deliver the Goods, its liability will 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. WestWood will 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 WestWood with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

### **6.2. Returns**

The following arrangements apply to returns:

- 6.2.1. Original containers (drums) are only accepted and credited by prior arrangement if they arrive at the WestWood warehouse (or such other location as notified by WestWood) in a marketable condition, and if the products are not in customised or project-specific colours.
- 6.2.2. We cannot accept the return of opened containers or goods that have passed their storage life.
- 6.2.3. We cannot accept the return of any Goods that have been manufactured in accordance with a Specification supplied by the Customer or any other customisation to the Goods in accordance with the Customer's instructions.
- 6.2.4. 25% of the list price is deducted as a handling charge.
- 6.2.5. The transport costs in returning any of the Goods are charged to and paid by the Customer.

### **6.3. Deliveries**

- 6.3.1. If the Customer fails to take delivery of the Goods within three (3) Business Days of WestWood notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event

or WestWood's failure to comply with its obligations under the Contract:

6.3.1.1. delivery of the Goods will be deemed to have been completed at 9.00 am on the third Business Day after the day on which WestWood notified the Customer that the Goods were ready; and

6.3.1.2. WestWood will store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

6.3.2. If, ten (10) Business Days after the day on which WestWood notified the Customer that the Goods were ready for delivery, the Customer has not taken delivery of them, WestWood may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

6.3.3. The Customer will not be entitled to reject the Goods if WestWood delivers up to and including 10% more or less than the quantity of Goods ordered, but a pro rata adjustment will be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

6.3.4. WestWood may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate Contract. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

### **6.4. Delivery, passing of risk**

6.4.1. The Customer bears the risk of accidental deterioration and accidental loss of the Goods as soon as they are delivered to the courier appointed to undertake shipping of those goods. The Customer must inform us in writing and in good time of any special requirements relating to the method of shipping or any insurance to be taken out; we will accommodate such requirements if possible and reasonable. Any costs incurred as a result will be charged to the Customer. Unless otherwise agreed with regard to shipment, we will select what we consider to be the most expedient shipping method. The delivery costs will be calculated in accordance with paragraph 6.5. The Customer must notify us immediately if it prefers to appoint its own carrier company. The delivery term will also be extended by an appropriate period if the Customer delays or fails to carry out the agreed activities required within the scope of cooperation. This extension to the delivery term also applies to changes to the ordered Goods at the Customer's request or in the event that we are affected by a Force Majeure Event. The Customer must ensure that it has appropriate insurance in place as required in accordance with paragraph 7.3.4.

6.4.2. If dispatch is delayed at the Customer's request for a period of 20 Business Days of WestWood notifying the Customer that the Goods are ready, then WestWood will be entitled to charge the Customer the additional storage costs and any other related costs incurred by WestWood or if the Goods are stored at WestWood's production plant, WestWood will be entitled to charge the Customer a minimum 0.5% of the invoice total per month.

### **6.5. Minimum order value and transport costs**

6.5.1. The minimum order value is £100.00 per Order. Orders with a value of less than £100.00 will be subject to an additional surcharge of £50.00

6.5.2. Deliveries with a total net value of goods of up to £5000.00 are subject to the following flat-rate transport costs:

6.5.2.1. for goods with a total net value of up to and including £2500, transport costs will be £75.00;

6.5.2.2. for goods with a total net value of up to and including £2501 - £5,000, the transport costs will be £150.00.

Unless otherwise agreed, the Goods are delivered free of charge if the total net value per Order exceeds £5000.00

#### 6.5.3. Special terms and conditions of delivery

6.5.4. In the case of special delivery arrangements where delivery is requested at a specified time of day or on a particular day, an additional £50.00 will be applied to cover the proportionate additional costs incurred by WestWood.

### 7. Reservation of title

7.1. The risk in the Goods will pass to the Customer on completion of delivery to the courier appointed to undertake shipping of the Goods.

7.2. Title to the Goods will not pass to the Customer until WestWood has received payment in full (in cash or cleared funds) for:

7.2.1. the Goods; and

7.2.2. any other goods or services that WestWood has supplied to the Customer in respect of which payment has become due.

7.3. Until title to the Goods has passed to the Customer, the Customer will:

7.3.1. hold the Goods on a fiduciary basis as WestWood's bailee;

7.3.2. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as WestWood's property;

7.3.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

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

7.3.5. notify WestWood immediately if it becomes subject to any of the events listed in paragraph 9.2; and

7.3.6. give WestWood such information relating to the Goods as WestWood may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

7.4. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in paragraph 9.2, or WestWood reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy WestWood may have, WestWood may at any time require the Customer to deliver up the Goods 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.

7.5. If the Goods are processed or refashioned, then the reservation of title is also extended to the new items as a whole. The Customer and WestWood will each acquire a joint share in the proportion of the value of the Customer's altered goods to those Goods supplied by WestWood. WestWood's share of any proceeds of sale of the altered goods will be calculated on the basis of WestWood's original interest in the Goods. The proceeds of any sale of the altered goods will immediately vest with WestWood. WestWood does not assert to have any other interest in the Customer's altered goods. At WestWood's election, the Customer will assign any such claims that it may have from any resale to WestWood and WestWood accepts the assignment. Notwithstanding the assignment, the Customer remains entitled to collect these claims as long as the Customer's payment obligations to WestWood are met. Failing this, WestWood will collect the outstanding payment. The Customer will immediately notify WestWood without delay if third parties seize the reserved goods, in particular by way of execution, pointing out WestWood's title to the goods, so that WestWood is able to assert its rights of ownership under these Terms.

### 8. Payment, default

8.1. WestWood may invoice the Customer for the Goods on or at any time after the completion of delivery.

8.2. Invoices must be settled in full and cleared funds within 30 days of the invoice date. Time of payment is of the essence.

8.3. If the Customer fails to make any payment due to us under the Contract by the due date for payment, then the Customer will pay interest on the overdue amount at the rate of 10% per annum above HSBC Bank plc's base rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer will pay the interest together with the overdue amount.

8.4. The Customer will pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law or otherwise agreed by the parties in writing). WestWood may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by WestWood to the Customer.

### 9. Customer's insolvency or incapacity

9.1. If the Customer becomes subject to any of the events listed in paragraph 9.2, then, without limiting any other right or remedy available to WestWood, WestWood may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and WestWood without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer will become immediately due.

9.2. For the purposes of paragraph 9.1, the relevant events are:

9.2.1. the Customer 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, or (being a partnership) has any partner to whom any of the foregoing apply or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;

9.2.2. the Customer 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 its creditors other than where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

9.2.3. 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 Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

9.2.4. a creditor or encumbrancer of the Customer 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 its assets and such attachment or process is not discharged within 14 days;

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 Customer;

9.2.6. the holder of a qualifying charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

9.2.7. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

9.2.8. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraph 9.2.1 to paragraph 9.2.7 (inclusive);

9.2.9. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and

9.2.10. the Customer's financial position deteriorates to such an extent that in WestWood's opinion the Customer's

capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 9.3. Termination of the Contract, however arising, will not affect any of the parties' rights and remedies that have accrued as at termination. Paragraphs which expressly or by implication survive termination of the Contract will continue in full force and effect.

## 10. Quality

- 10.1. WestWood warrants that on delivery of the Goods, the Goods shall:
- 10.1.1. conform in all material respects with their description and any applicable Specification;
  - 10.1.2. be free from material defects in design, material and workmanship; and
  - 10.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  - 10.1.4. be fit for any purpose held out by WestWood.
- 10.2. For a period of 12 months from the date of delivery ("**warranty period**"), and subject to paragraph 11.2.1, if:
- 10.2.1. the Customer gives notice in writing to WestWood 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 paragraph 10.1;
  - 10.2.2. WestWood is given a reasonable opportunity of examining such Goods; and
  - 10.2.3. the Customer (if asked to do so by WestWood) returns such Goods to WestWood's place of business at the Customer's cost,

Where paragraph 10.2 applies, WestWood shall, at its sole option and expense, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 10.3. WestWood shall not be liable for Goods' failure to comply with the warranty set out in paragraph 10.1 in any of the following events:
- 10.3.1. the Customer makes any further use of such Goods after giving notice in accordance with paragraph 10.2;
  - 10.3.2. the defect arises because the Customer failed to follow WestWood'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;
  - 10.3.3. the defect arises as a result of WestWood following any drawing, design or Specification supplied by the Customer;
  - 10.3.4. the Customer alters or repairs such Goods without the written consent of WestWood;
  - 10.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - 10.3.6. the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.4. Except as provided in this paragraph 10, WestWood shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in paragraph 10.1.

- 10.5. 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.

- 10.6. These Terms shall apply to any repaired or replacement Goods supplied by WestWood.

## 11. Liability

- 11.1. Nothing in these Terms will limit or exclude WestWood's liability for:
- 11.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

- 11.1.2. fraud or fraudulent misrepresentation;

- 11.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;

- 11.1.4. defective products under the Consumer Protection Act 1987; or

- 11.1.5. any matter in respect of which it would be unlawful for WestWood to exclude or restrict liability.

- 11.2. Subject to paragraph 11.1:

- 11.2.1. WestWood will under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- 11.2.1.1. any loss of profits, sales, business or revenue;

- 11.2.1.2. loss or corruption of data, information or software;

- 11.2.1.3. loss of business opportunity;

- 11.2.1.4. loss of anticipated savings;

- 11.2.1.5. loss of goodwill; or

- 11.2.1.6. any indirect or consequential loss, costs damages, expenses or expenses however arising (including the costs of procuring substitute goods or services); and

- 11.2.2. WestWood's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 10% of the price of the net value of the Goods as set out in the Order.

- 11.3. Nothing in this paragraph 11 shall restrict or limit the Customer's general obligations at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this contract.

## 12. Recourse to the manufacturer

- 12.1. If the Customer sells on the Goods within the scope of its own commercial operations to a consumer and if the consumer returns the Goods to the Customer as a result of their defectiveness [or if the consumer reduced the purchase price], then no time limit applies to the Customer's warranty claims against WestWood. In such a case the Customer may demand compensation from WestWood for the expenditure reasonably incurred in the Customer's dealings with the consumer if the warranty claim brought by the consumer was based on a prior defect that already existed when risk was transferred to the Customer. Subject to the provisions of paragraph 11, WestWood's liability under this paragraph 12 will extend to the consumer only.

- 12.2. WestWood's liability under this paragraph 12 does not apply to any defect in the Goods arising from:

- 12.2.1. fair wear and tear;

- 12.2.2. wilful damage, abnormal storage or working conditions, accident, negligence by the consumer, the Customer or by any third party;

- 12.2.3. if the Goods are not used in accordance with the user instructions; or

- 12.2.4. any alteration or repair that has not been authorised by WestWood.

## 13. Services

Services that extend beyond WestWood's obligation as supplier are subject to a separate agreement. Unless otherwise agreed, we do not accept any guarantee or liability for services and in particular for our recommendation to the Customer with regard to the way in which the goods are used.

## 14. General

- 14.1. *Assignment and other dealings*

- 14.1.1. WestWood may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

14.1.2. The Customer may not assign, transfer, mortgage, charge, subcontract, 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 WestWood.

#### 14.2. *Notices*

14.2.1. Any notice or other communication given to a party under or in connection with the Contract will be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this paragraph 14.2, and will be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.

14.2.2. A notice or other communication will be deemed to have been received: if delivered personally, when left at the address referred to in paragraph 14.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.30 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

14.2.3. The provisions of this paragraph 14.2 will not apply to the service of any proceedings or other documents in any legal action.

#### 14.3. *Severance*

14.3.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph 14.3 will not affect the validity and enforceability of the rest of the Contract.

14.3.2. If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties will negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### 14.4. *Waiver*

A waiver of any right or remedy under the Contract or law is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law will constitute a waiver of that or any other right or remedy, nor will 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 will prevent or restrict the further exercise of that or any other right or remedy.

#### 14.5. *Third party rights*

A person who is not a party to the Contract will not have any rights to enforce its terms.

#### 14.6. *Variation*

Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, will be effective unless it is in writing and signed by WestWood.

#### 14.7. *Governing law*

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

#### 14.8. *Jurisdiction*

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