

SUNFOLD SYSTEMS LIMITED
TERMS AND CONDITIONS FOR THE SALE OF GOODS AND THE SUPPLY OF SERVICES

1. DEFINITIONS

Conditions	the conditions set out in this document and any special terms and conditions agreed in writing by Us	
Consumer Contract	a natural person acting for purposes outside his trade business or profession the contract for the sale of the Goods and/or the provision of Services including any order of intent, finalised order or the working drawings produced by Us	5.4
Delivery/ Installation Date(s)	the date(s) as set out in the Order or otherwise confirmed by Us or notified to You in writing when the Goods and/or Services are to be delivered/performed	
Goods	the items You agree to buy from Us as detailed in the Order or otherwise specified in writing	
Order	the order overleaf (or otherwise recorded in writing) detailing the Goods and/or Services	5.5
Premises	the premises site or buildings at which the Goods are to be installed and/or the Services are to be performed	5.6
Price	the price set out or calculated in accordance with the rate or charges detailed in the Order or otherwise specified in writing or (where no price has been quoted) a reasonable price including VAT	5.7
Services	the services to be provided by Us as detailed in the Order or otherwise specified in writing	5.8
We/Us/Our	Sunfold Systems Limited (Registered office: Sunfold House Chestnut Drive Wymondham Business Park Wymondham Norfolk NR18 9SB Company Number 04089186) and shall be deemed to include Our authorised employees agents and representatives	5.9
You/Your	You the person firm or company who purchases or agrees to purchase the Goods and/or Services from Us	5.10

2. CONDITIONS APPLICABLE

- 2.1 The Conditions shall apply to the Contract to the exclusion of all other terms and conditions and no variation to these Conditions shall be binding unless agreed in writing by Our authorised representative. If You require any changes please make sure You ask for these to be put in writing
- 2.2 We may withdraw any quotation given at any time prior to acceptance by You and in any event any quotation shall lapse after 30 days
- 2.3 No Order shall be deemed to be accepted by Us unless accepted in writing by Our authorised representative
- 2.4 We reserve the right to make changes in the specification of the Goods and/or Services which are required to conform with any applicable safety or other statutory requirements or which do not materially affect their quality or performance
- 2.5 Where Sunfold Systems have NOT undertaken a full site Survey, the Goods will be supplied as described in this Contract and it shall be Your responsibility to ensure compliance with Building Regulations. Unless surveyed by the Sunfold surveyor, Sunfold do not accept liability for any window or door units processed which subsequently do not meet the required Building Control Specifications.

3. SURVEYS

- 3.1 We recommend that a survey of the Premises is carried out and unless otherwise agreed by Us any quotation estimate or Order shall be subject to survey. Such survey if carried out by Us will be at a time agreed with You and You shall be responsible for ensuring that the Premises is ready for the survey to be carried out at the agreed time. The scope of the survey and Our responsibilities are as set out in the quotation and these Conditions and We shall be under no duty to examine those parts of the Premises which are covered unexposed or inaccessible from within the Premises or to raise boards inspect woodwork move anything. We reserve the right to cancel any Contract if the survey results are in our reasonable opinion unfavourable or the Price may be varied by Us to take into account any survey results subject to the provisions of clause 9 below
- 3.2 Where We have surveyed the Premises We will advise You of any works that need to be carried out in order to comply with clauses 5.2 to 5.4 below. We shall not be responsible for any structural reinforcement or new building work or building repairs that may be required.
- 3.3 If We do not carry out the survey You shall be responsible for providing such specifications and measurements as required and requested by Us. We shall not be liable for any costs arising from inaccuracies in the data supplied by You. Where We have not surveyed the Premises You are responsible for ensuring that the supporting structure(s) is/are capable of supporting the weight of the Goods and that the said structure(s) will not suffer excessive deflection under predictable load conditions. We reserve the right to select and provide alternative goods if the specification of the Goods does not suit the Premises requirements
- 3.4 Where Sunfold Systems have not undertaken a site survey, the Goods will be supplied as described in the Contract and it shall be Your responsibility to ensure compliance with Building Regulations. Unless surveyed by the Sunfold surveyor, Sunfold do not accept liability for any window or door units processed which subsequently do not meet the required Building Control specifications.

4. APPROVALS AND CONSENTS

- 4.1 Unless agreed by Us in writing it is Your responsibility to obtain all relevant and necessary approvals and consents including but not limited to any deed of covenant or landlord approval and/or those required from local authorities in respect of building regulations planning permission alterations to listed buildings or alterations carried out in a conservation area and We shall not be liable for any delay in completion of the Contract arising from Your failure or delay in obtaining any of the above approvals or consents. If You request that We obtain any such approvals or consents it shall be a condition of the Contract and You agree that You shall be responsible for Our costs in so doing including any application administration and planning fees whether or not the approvals or consents are granted. You acknowledge that We cannot guarantee that such approvals or consents will be granted or forthcoming and if the approvals or consents are refused for any reason We will refund the sums paid to Us by You in respect of the Services to be performed except for such sums in respect of Goods ordered or supplied and/or Services performed at the date of refusal and those costs incurred by Us as referred to in this clause
- 4.2 You acknowledge that any change to the Contract specification required to comply with any conditions applicable to any approvals or consents shall be accepted by Us at Our discretion and subject to the parties' agreement to any increase in Price (and without prejudice to Our right to cancel the Contract pursuant to clause 9.1 below). In the event the parties are unable to agree such increases in Price You shall be entitled to cancel the Contract in accordance with the provisions of clause 9.3
- 4.3 You acknowledge and agree that where We supply and/or install Goods and/or perform Services then unless agreed by Us in writing We shall not be responsible for ensuring the said supply and/or installation of Goods and/or performance of Services is in accordance with or satisfies any building regulations

5. DELIVERY AND INSTALLATION

- 5.1 We shall give You reasonable notice of the Delivery/Installation Date(s). Any dates quoted for delivery of the Goods and/or performance of the Services (including estimated completion times) are approximate only and We shall not be liable for any reasonable delay in delivery/performance or for any delay arising from any failure by You to give adequate instructions or any other default by You
- 5.2 You will permit Us safe and clear access to the Premises where the Goods are to be delivered and/or installed and/or Services are to be performed at all reasonable times between the hours of 8am and 5pm any Monday to Friday or such other dates and times as may be agreed between Us and You and You shall notify Us of any issues relating to access
- 5.3 You shall prepare a clear opening(s) to the required dimensions as directed by Us plus or minus 3 millimetres with suitable upper and lower mounting surfaces straight and level floors level and side walls vertical and ensure that all openings and tolerances are square true and plumb and shall take such other steps as undertaking such preparatory works as We specify in readiness for the Goods to be installed and/or Services to be performed. If the openings specified by Us have not been properly prepared by

You by the Delivery/Installation Date(s) You will be liable to pay to Us an abortive fee of £500 in addition to the Price. Once We receive confirmation from You that the openings have been properly prepared We shall agree with You a mutually convenient revised delivery/installation date(s). The abortive fee is payable in full prior to the revised delivery/installation date(s)

- 5.4 We shall not be responsible for any structural defect (including movement) in the Premises that becomes apparent or occurs during or after the installation of the Goods and/or the performance of the Services and We shall be entitled to stop or delay any installation of the Goods and/or performance of the Services and/or cancel the Contract and/or alter the Price to take into account any additional work which in our reasonable opinion shall be required to permit the installation of the Goods and/or the performance of the Services. You shall be obliged to pay Our reasonable fees in respect of any delay or further visit to the Premises as a result of such defect(s)
- 5.5 We shall not be responsible for any additional work that is required which could not have reasonable been foreseen or discovered at the time of the survey
- 5.6 Unless otherwise agreed in writing by Us You shall be responsible for sourcing supplying and/or providing any other equipment required by Us to install the Goods and/or provide the Services at Your expense including but not limited to lifting equipment and scaffolding
- 5.7 Where access to an adjoining Premises is required to allow completion of the Contract it shall be Your responsibility to arrange such access and We shall be entitled to assume such arrangements have been made unless You advise Us otherwise
- 5.8 We shall not be liable for any brick and block work mortar concrete cement plaster tiling lead flashings floorings specialist finishes and any painting or decorating required by You as a result of the installation of the Goods and/or performance of the Services
- 5.9 You agree to allow Us to use Your Premises for the storage of material and equipment whilst work is being carried out and when necessary provide standing space for a waste disposal skip. Where mains water and electricity are connected to the Premises You will provide access to these supplied to enable the work to be completed
- 5.10 If You fail to take delivery of the Goods (otherwise than by reason of Our fault) and/or fail to permit the performance of the Services by the Delivery/Installation Date(s) then without prejudice to any other right or remedy available to Us We may:

- (a) store the Goods until actual delivery and charge You for the reasonable costs (including transportation and insurance) of storage and charge You for all reasonable labour costs incurred by Us or
- (b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses and all other reasonable costs incurred by Us) account to You for the excess over the Price or charge You for any shortfall below the Price

- 5.11 We shall be entitled to deliver the Goods (whether under this Contract or any other contract) by instalments of any size and in any order although We shall endeavour to deliver the Goods/performance of the Services at dates as close to each other as possible

6. SPECIFICATION

- 6.1 Showroom samples brochures photographs and displays are intended as a general guide only and the disposition shape dimensions materials weights manufacturing parameters and particulars of the Goods and Services are subject to minor changes to reflect improvements and modifications or any alterations necessary to reflect the recommendations of any surveyor and such changes which do not materially affect the appearance or performance of the Goods and/or Services shall not be deemed as a change to the Contract specification. Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other documentation issued by Us shall be subject to correction by Us without any liability unless such correction shall fundamentally alter Your rights under the Contract to Your disadvantage in which case You shall be entitled to cancel the Contract by giving written notice as soon as possible upon receiving notice of correction. In the event of cancellation in such circumstances any monies paid by You shall be refunded (without interest) less such reasonable sum for any Goods ordered and/or provided and/or Services provided

- 6.2 Where You require the Goods and/or Services to comply with a specification You shall supply Us with such specification at the time of placing the Order. Quantity description of and specification of Goods will be set out on the quotation or Order

You acknowledge and agree that the Contract specification shall reflect the following:

- (a) all glass used shall conform to all relevant regulations and standards. Any dispute regarding an imperfection or clarity shall be governed by the standards and specification issued by the Glass and Glazing Federation (a copy of which is available on request). We shall not be responsible for slight imperfections or minor blemishes in glass which may occur during the course of glass manufacture and processing (as recognised by the Glass and Glazing Federation standards)
- (b) where paint metallic paint aluminium products sealants gaskets glass and plastic are used some visual differences may be noticeable from the outset due to the differing properties of the materials used and some visual change may occur with age due to the effects of sun and weather and on occasion some slight marks scratched faults and dents may be evident. We shall not be liable for matching existing colours or products and shall not be liable for natural variations in colour and finish which appear and/or occur over time
- (c) timber is a natural product and variation in the finished surface colour and grain is inevitable. With changes in climate and room temperature some movement will occur and We shall not be responsible for Your act or omission in maintaining timber products. We shall provide no guarantee in respect of untreated timber and any request by You to leave timber untreated or unfinished shall be at Your liability
- (d) pressings cannot exceed 3000 millimetres in length. When pressings are required in areas that exceed 3000 millimetres in length We will supply a pressing cover joiner(s) and We reserve the right to determine the position of any pressing cover joiner(s) required
- (e) We do not guarantee or warrant water or air tightness in respect of any product using a flush track option with double brush seals
- (f) We do not guarantee or warrant that or accept and liability for horizontal or vertical sightlines which do not align unless specified by You and agreed by Us in the Contract
- (g) Where We are required to install Goods using fixing straps any remedial work required and completed under guarantee does not include any making good of or to any external rendering or internal plastering

- 6.4 In a minority of installations the expanding foam tape sealant method is not suitable for use. If this is the case an alternative professional method of sealing will be undertaken by Sunfold Systems. The use of expanding foam tape as a sealing method is intended as a general guide only and particulars of the Goods and Services are subject to minor changes to reflect improvements and modifications or any alterations necessary to reflect the recommendations of any Surveyor or Sunfold Systems Installation Engineer and such changes which do not materially affect the appearance or performance of the Goods and/or Services shall not be deemed as a change to the Contract specification.

PRICE AND PAYMENT

- 7.1 Subject to any special terms agreed in writing between Us and You payments shall be due in accordance with the payment schedule set out in the Order (the **Due Dates**)
- 7.2 We shall be entitled to increase the Price to take into account any increase in the cost which is a result of any change in specification of the Goods and/or Services which is required by You (whether in the circumstances set out at clause 4 above or otherwise) or a result of any delay caused by any instructions given by You or failure by You to give Us adequate information or instructions or in consequence of any default by You. If We shall visit the Premises to carry out a survey or to install the Goods and/or to perform the Services but are unable to do so because You have not ensured that the Premises is ready for a survey installation or performance of Services at the agreed time or complied with the requirements of clauses 5.2 to 5.4 You will be liable to pay Our reasonable additional costs. We shall be entitled to increase the Price to take into account any increase in the prices charged by Our suppliers and We will

- notify You of such increase and You shall be entitled to cancel the Contract subject to the provisions of clause 9.3
- 7.3 The Price shall not include the cost of removing dangerous material (such as asbestos) of which We become aware while carrying out installation of the Goods and/or performance of the Services and which We could not reasonably have been aware of at the time of quotation. In such instances We may sub contract an expert in the removal of dangerous material and the cost including Our costs will be added to the Price. If You prefer, You may employ Your own experts directly and You shall be responsible for Your costs in so doing
- 7.4 Unless otherwise agreed in writing by Us You shall pay a deposit of 50% of the Price upon signing the Contract. You shall make a further payment of 40% of the Price at least 14 days prior to installation. The balance of the Price shall be payable without deduction or set-off on demand after the Goods have been supplied or installed and/or the Services have been performed. In respect of businesses We reserve the right to alter any standard payment terms at Our discretion. Where the Goods are to be supplied by Us but not installed by Us, We must be in receipt of the full balance of the Price in cleared funds from You before delivery and installation of the Goods
- 7.5 You shall pay for the Goods in cash or by debit card, cheque, credit card or banker's draft made payable to Sunfold Systems Limited. Each transaction via commercial credit card shall incur a surcharge at such rates as apply from time to time
- 7.6 If You fail to make payment within 7 working days of the Due Dates then without prejudice to any other right or remedy available to Us We shall be entitled to:
- cancel the Contract and/or suspend any further deliveries of the Goods to You or performance of the Services (whether under this Contract or any other contract with You) and/or
 - charge You daily interest on any sums outstanding at the rate of 5% per annum above Barclays Bank plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) and/or
 - require payment in full of Price prior to delivering any further Goods and/or resuming performance of the Services notwithstanding any other agreement in relation to payment
- 7.7 You shall not be entitled by reason of any alleged minor defect to withhold more than a proportionate amount of any sum due
- 8. WARRANTIES GUARANTEES AND LIABILITIES**
- 8.1 We warrant that the Goods and Services will conform to the Contract specification and the Services will be carried out with reasonable skill and care
- 8.2 Any warranty or guarantee given by Us in respect of the Goods and/or Services shall be subject to the following conditions:
- We shall be under no liability in respect of any defects in the Goods and/or Services arising from any drawing design or specification supplied by You
 - We shall be under no liability in respect of any defect or fault arising from the installation of the Goods where the Goods were only supplied by Us but were not installed by Us
 - We shall be under no liability or in any way responsible for any structural defects existing in the Premises where the Goods and/or Services are to be delivered/performed and which would not have been apparent on the survey of the Premises and which may become evident as a result of installation of the Goods/performance of the Services
 - We shall be under no liability in respect of any defect affecting non-standard items supplied by Us that arises outside the guarantee period provided by the manufacturer of said non-standard items
- 8.3 Our obligation for breach of the warranties set out above shall be at Our option to replace or repair any defective products comprised in the Goods and/or remedy any defects in connection with the Services
- 8.4 We shall not be liable for any defects injury loss or damage resulting from Your negligence act or omission or arising from lack of proper maintenance and improper use accidents unauthorised alterations or faulty workmanship on the part of others (excepting Our agents or employees) except that nothing in these Conditions is intended to nor shall it limit any liability on Our part in respect of death or personal injury caused by Our negligence
- 8.5 Our liability (except as provided in this clause) for any delay in performing or any failure to perform any of Our obligations in relation to the Goods and/or Services shall be limited to the excess (if any) of the cost to You in the cheapest available market for similar goods or services over the Price to replace those not delivered/performed. We shall not be liable to You for any delay in performing any of Our obligations in relation to the Goods and/or Services if that delay is as a result of any delay by You any third party or adverse weather conditions
- 8.6 If either You or We are in breach of the arrangements under this Contract neither of us will be responsible for any losses that the other suffers except those losses which are a foreseeable consequence of the breach
- 8.7 We do not warrant that existing doors windows frames or any other materials that will be removed in connection with the performance of the Contract will be undamaged or fit for any other purpose and We shall not be liable for any damage caused to such items. We will remove and dispose of all replaced existing doors windows and frames unless You request in writing at least two weeks prior to commencement of the Services that We leave them on the Premises
- 8.8 We will pass onto You the full benefit of any manufacturer's or supplier's guarantee available in respect of the Goods and/or Services
- 8.9 You shall be responsible for Our reasonable charges in connection with any inspection carried out by Us at Your request following the report of any alleged defect by You except in circumstances where We are liable under any warranty or guarantee given by Us
- 8.10 No legal proceedings (including any counterclaim) may be brought against Us unless they are issued and served within 9 months of the event giving rise to the claim. Where You are dealing as a Consumer Your statutory rights are not affected by these Conditions
- 8.11 Subject to the other provisions of these Conditions We shall not be liable for any direct indirect or consequential loss (including without limitation pure economic loss loss of profits loss of business depletion of goodwill and similar loss) costs damages charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or performance of the Services (even if caused by Our negligence) nor shall any delay entitle You to terminate or rescind the Contract unless such delay exceeds 120 days or such other reasonable period of time as may be notified by Us to You in writing
- 8.12 Where We install any Goods and/or provide any Services and/or install subsequent or replacement Goods outside of guarantee We will provide a maximum one year guarantee on the parts and/or items replaced and/or installed. We will not be liable for any other parts and/or items which may be affected by Our replacement of the parts and/or items replaced or installed. Payment for any goods ordered or services performed outside of warranty must be paid for in full prior to the commencement of any work
- 8.13 If (within the guarantee period provided by Us) You notify Us immediately when any noticeable defect or difficulty in the operation of any Good(s) We have installed becomes apparent We may at Our discretion arrange to make minor adjustment(s) to improve or correct any movement which has occurred to ensure that the Good(s) operate correctly. We shall not be liable for any damage caused by Your delay in notifying Us of the defect or Your continued use of the said Good(s) before We make any such alteration or adjustment
- 8.14 In the event that a guarantee or warranty issue arises We shall not be responsible for any works required on the Premises to enable the guarantee or warranty work to be completed. You shall prepare a safe and clear access to the area that We require to complete any guarantee or warranty claims prior to the works being scheduled
- 8.15 If the area where the guarantee or warranty issue arises has not been properly prepared by You on the date agreed when We attend site You will be liable to pay to Us an abortive fee of £500. Once We receive confirmation from You that the area has been properly prepared We shall agree with You a mutually convenient revised guarantee or warranty completion date(s). The abortive fee is payable in full prior to the revised guarantee or warranty completion date(s)
- 8.16 Unless otherwise agreed in writing by Us You shall be responsible for sourcing supplying and/or providing any other equipment required by Us to complete the guarantee or warranty works and/or provide the Services at Your expense including but not limited to lifting equipment and scaffolding
- 8.17 We shall not be liable for any brick and block work mortar concrete cement plaster tiling lead flashings floorings specialist finishes and any painting or decorating required by You as a result of any warranty/guarantee works and/or performance of the Services
- 8.18 We shall not be liable for any costs of glass replacement from breakage that is accidental or the result of any spontaneous breakage e.g. nickel sulphate inclusion
- 9. CANCELLATION**
- 9.1 We reserve the right to cancel the Contract without any liability should any surveyor's report prove unsatisfactory or if any approvals or consents as referred to in clause 4 above are refused or rejected or conditions applied so as to require any change to the Contract specification or if We receive unsatisfactory credit references for You or if credit is refused whereupon any monies paid by You will be refunded (without interest) less such reasonable sum for any Goods ordered and/or provided and/or Services provided and costs incurred by Us
- 9.2 Where the Contract is negotiated away from Our premises You may cancel the Contract within seven (7) days by giving notice in writing to Us at Sunfold House Chestnut Drive Wymondham Business Park Wymondham Norfolk NR18 9SB (in the interests of certainty We suggest that any cancellation notice is sent by registered or recorded delivery). Any monies paid by You will be refunded (without interest) less such reasonable sum for any Goods ordered and/or provided and/or Services provided and costs incurred by Us
- 9.3 In the event You wish to cancel this Contract in the circumstances set out at clauses 4.2 or 7.2 You shall inform Us prior to any additional works being carried out and as soon as possible by giving written notice in writing to Us at Sunfold House Chestnut Drive Wymondham Business Park Wymondham Norfolk NR18 9SB (in the interest of certainty We recommend that any cancellation notice is sent by registered or recorded delivery). Any monies paid by You will be refunded (without interest) less such reasonable sum for any Goods ordered and/or provided and/or Services provided and costs incurred by Us
- 9.4 Without prejudice to any other right or remedy available to Us We shall be entitled to cancel the Contract or suspend any further deliveries or performance under the Contract without any liability on Our part to You (and if goods and materials are in transit We shall be entitled to stop those goods and materials and if the goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary) in the event that:
- You make any voluntary arrangement with Your creditors or become subject to an administration order or (being an individual or a firm) become bankrupt or go into liquidation; or
 - an encumbrancer takes possession or a receiver is appointed of any of Your property or assets
- 9.5 Except as provided above You shall not be entitled to cancel the Contract unless We agree in writing and upon terms that You pay Us in full respect of any loss (including loss of profits) costs (including the cost of any labour or materials) damages charges and expenses incurred by Us. If We cancel the Contract otherwise than provided in this Contract We must pay You any foreseeable losses or costs You suffer because of the cancellation
- 10. TITLE AND RISK**
- 10.1 As soon as We have delivered the Goods You will be responsible for them. If You delay a delivery Our responsibility for everything other than damage due to Our negligence will end on the date We agree to deliver them as set out in the Contract
- 10.2 Notwithstanding delivery and the passing of risk in the Goods or any provision of these Conditions property in the Goods shall not pass to You until We receive in actual cleared funds payment in full of the Price and the price of all other goods agreed to be sold by Us to You for which payment is then due
- 10.3 Until such time as the property in the Goods passes to You We shall be entitled at any time to require You to deliver up the Goods to Us
- 11. FORCE MAJEURE**
- Neither of us shall be liable for any delay in performing or failure to perform due to any act of God war strikes lock-out industrial action fire flood drought tempest or any other event beyond our reasonable control. Such delay or failure will not constitute a breach of this Contract and time for the performance of the effected obligations will be extended by such period as is reasonable
- 12. GENERAL**
- 12.1 Any payment(s) of or contributing to the Price received from anyone other than You or any correspondence in respect of the Goods and/or Services and/or Contract with anyone other than You shall not be deemed to create a separate or collateral contract nor shall they vary the Contract or these Conditions
- 12.2 We may perform any of Our obligations or exercise any of Our rights hereunder ourselves or through any other party (including Our employees agents sub-contractors) approved by Us provided that any act or omission by such party shall be deemed to be Our act or omission
- 12.3 Data Protection legislation requires Us to advise You that Your personal information voluntarily submitted in the course of instructing Us to deliver the Goods and/or perform the Services are held on Our database(s). Unless requested not to do so We will only process Your personal information in accordance with the terms of Our Privacy Policy available on request and on-line at www.sunfold.com/about-us/privacy-policy
- 12.4 The headings in the Conditions are for convenience only and shall not affect their interpretation
- 12.5 If any provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby
- 12.6 Any notice given hereunder must be given in writing and delivered or sent by post (preferably registered or recorded delivery) or facsimile transmission to the residence or principal place of business of the party to whom it is addressed
- 12.7 Except as otherwise provided nothing in this Contract shall confer on any third party any benefit or the right to enforce any terms of this Contract
- 12.8 No waiver by Us of any breach of the Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provision
- 12.9 No failure by Us to exercise any power given to Us or to insist upon the strict compliance by You with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of any of Our rights hereunder
- 12.10 No changes to the specification of goods detailed in this contract will be accepted unless they are detailed in writing and accepted in writing by Us
- 12.11 The Contract shall be governed by the Laws of England and subject to the jurisdiction of the English Courts