

Shelving & Racking Ltd.
SALE AND SUPPLY OF GOODS
TERMS AND CONDITIONS
10/10/2010

Shelving & Racking Ltd. **SHELVING & RACKING LTD.** is a private company limited by shares, registered in England and Wales under company registration number 7127178, having its registered office at 9 Norville Terrace, Headingley Lane, Leeds, LS6 1BS. The correspondence address is Providence House, Authorpe Road, Leeds, LS6 4JB.

These are the only Conditions upon which SHELVING & RACKING LTD. is prepared to deal with the Customer. These Conditions supersede any previous conditions of SHELVING & RACKING LTD. and are to apply to the exclusion of all other terms and conditions, including any terms and conditions which the Customer purports to apply under any purchase order, acknowledgement of order, specification or other document.

No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

Any variation to these Conditions and any representations about the Goods will have no effect unless expressly agreed in writing and signed by one or more of the directors of SHELVING & RACKING LTD.. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SHELVING & RACKING LTD. which is not set out in the Contract.

Each Order will be deemed to be an offer by the Customer to purchase the Goods detailed in the Order subject to these Conditions. The Customer will ensure that the terms of each Order are complete and accurate in all respects.

An Order will not be deemed to be accepted by SHELVING & RACKING LTD. until a written acknowledgement (whether by fax, email or letter) is issued by SHELVING & RACKING LTD. or (if earlier) SHELVING & RACKING LTD. delivers the Goods to the Customer.

1. DEFINITIONS AND INTERPRETATION

The following expressions have the meanings stated, unless the context otherwise requires:

"Business Day"

any day (other than a Saturday, Sunday or public holiday) when banks in the City of

	London are open for business;
“Conditions”	these terms and conditions as from time to time amended or supplemented;
“Contract”	any contract between SHELVING & RACKING LTD. and the Customer for the purchase and sale of Goods, as set out in the Order and accepted by SHELVING & RACKING LTD. incorporating these Conditions;
“Customer”	the person, firm or company named as such on the order form to which these Conditions are annexed, with whom SHELVING & RACKING LTD. contracts and who agrees to be bound by these Conditions;
“End User”	the end user of the Goods who is supplied the Goods by the Customer;
“Goods”	the warehouse equipment storage systems, accessories and small parts sold by SHELVING & RACKING LTD. to the Customer pursuant to these Conditions;
“Invoice”	any invoice raised by SHELVING & RACKING LTD. and issued to the Customer for the sale of the Goods;
“Order”	any order, email, signed quotation or fax sent by the Customer in writing to SHELVING & RACKING LTD. for the supply of Goods, confirming the quantity and the items of Goods to be supplied;
“Purchase Price”	the price payable for the Goods by the Customer.

2. DESCRIPTION

- 2.1. The quantity and description of the Goods will be as set out in SHELVING & RACKING LTD.'s quotation or acknowledgement of Order.
- 2.2. SHELVING & RACKING LTD. reserves the right to vary the actual Goods supplied from the description of the Goods set out in SHELVING & RACKING LTD.'s quotation or acknowledgement of Order, so long as the Goods supplied are able to substantially perform the same purpose as the Goods set out in SHELVING & RACKING LTD.'s quotation or acknowledgement of Order.
- 2.3. All samples, drawings, descriptive matter, specifications and advertising issued by SHELVING & RACKING LTD. and any descriptions or illustrations contained in

SHELVING & RACKING LTD.'s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract and this is not a sale by sample.

3. DELIVERY AND COLLECTION

- 3.1. Unless otherwise agreed in writing by SHELVING & RACKING LTD., delivery of the Goods will take place during normal working hours at the Customer's principle place of business.
- 3.2. In certain circumstances, the Customer will be responsible for collecting the Goods from SHELVING & RACKING LTD., at the registered office stated at the head of these Conditions or such other place as notified to the Customer by SHELVING & RACKING LTD..
- 3.3. Unless otherwise agreed in writing by SHELVING & RACKING LTD., collection of the Goods will take place during normal working hours on a date and at a time agreed in writing by the parties.
- 3.4. A Despatch Notice will accompany the Goods (whether delivered or collected), a copy of which will be retained by both the Customer and SHELVING & RACKING LTD..
- 3.5. SHELVING & RACKING LTD. will use reasonable endeavours to ensure delivery of the Goods on the dates and at the times agreed with the Customer. Any dates and times specified by SHELVING & RACKING LTD. for delivery of the Goods are intended to be an estimate and time is not of the essence in relation to them. If no dates are so specified, delivery will be within a reasonable time.
- 3.6. The Customer will use best endeavours to ensure collection of the Goods on the dates and at the times agreed with SHELVING & RACKING LTD. and time is of the essence in relation to all collection dates.
- 3.7. SHELVING & RACKING LTD. will not be liable for any non-delivery or non-collection of Goods unless the Customer gives written notice to SHELVING & RACKING LTD. of the non-delivery/non-collection within 5 Business Days of the date when the Goods would in the ordinary course of events have been received.
- 3.8. An Order may be placed by the Customer over the telephone (at the entire discretion of SHELVING & RACKING LTD.), instead of being placed in writing, however, SHELVING & RACKING LTD. will not be held responsible in any way whatsoever for any errors or omissions relating to an Order placed over the telephone and the Customer agrees that it is best practice to place all Orders in writing.

- 3.9. The Customer agrees that, all orders (whether in writing or over the telephone) to SHELVING & RACKING LTD. will include full details and specifications to enable SHELVING & RACKING LTD. to identify the type of Goods in the Order,
- 3.10. The Customer agrees that SHELVING & RACKING LTD. will only accept an Order following receipt of satisfactory credit checks and references in respect of the Customer.
- 3.11. SHELVING & RACKING LTD. will assign an order number to such Order received from the Customer and notify such number to the Customer. Each party will use the relevant number in all subsequent correspondence relating to the Order.
- 3.12. If the Customer cancels all or any part of an Order or requests changes to any delivery or collection dates or to the specification before any delivery or collection date or any requested alternative date, whichever is the later, the Customer agrees to pay SHELVING & RACKING LTD. a cancellation or rescheduling charge to reflect the losses made by SHELVING & RACKING LTD. as a result of the rescheduling or cancellation.
- 3.13. The parties agree that the charges to be made pursuant to Condition 3.12 are intended as liquidated damages and not as a penalty.
- 3.14. If the Customer refuses or fails to take delivery or collection of the Goods, when they are ready for delivery or collection or SHELVING & RACKING LTD. is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licenses or authorisations, or has not warned SHELVING & RACKING LTD. of any potential problems or restrictions that may affect delivery or collection , delivery or collection (whichever is applicable) is nevertheless deemed to have taken place for the purposes of SHELVING & RACKING LTD.'s rights to payment, risk in the Goods will pass to the Customer and SHELVING & RACKING LTD. will be entitled to store the Goods at the Customer's risk and expense (to include all transportation, storage and insurance charges) or SHELVING & RACKING LTD. may sell the Goods to a third party and charge to the Customer any shortfall below the Purchase Price and any reasonable costs of storage and sale.
- 3.15. Subject to the other provisions of these Conditions, SHELVING & RACKING LTD. will not be liable for any direct, indirect or consequential loss (all three of which terms include, 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, shortage or damages during the delivery or collection of the Goods (even if caused by SHELVING & RACKING LTD.'s negligence), nor shall any delay entitle the Customer to terminate or resend the delivery, unless such delay exceeds 180 days.

- 3.16. SHELVING & RACKING LTD. may deliver the Goods by separate instalments. Each separate instalment will be invoiced and paid for in accordance with the provisions of this Contract.
- 3.17. Each instalment will be a separate Contract and no cancellation or termination of any one Contract relating to an instalment will entitle the Customer to repudiate or cancel any other Contract or instalment.
- 3.18. Where the End User is responsible for collection of the Goods, the Customer undertakes to ensure that the End User complies with clause 3.2 – 3.17 of these Conditions as if it were the Customer.

4. ACKNOWLEDGEMENT OF EXAMINATION

- 4.1. Upon delivery or collection of the Goods the Customer will check the Goods in order to confirm that the quantity of Goods delivered or collected is equal to the number of Goods listed on the Order.
- 4.2. Upon receipt of the Goods and following confirmation of the matters outlined in clause 4.1 the Customer acknowledges and agrees:
- 4.2.1. SHELVING & RACKING LTD. has given the Customer a reasonable opportunity to inspect the Goods;
- 4.2.2. the Customer has inspected the Goods;
- 4.2.3. the Customer has satisfied itself as to the condition of the Goods;
- 4.2.4. SHELVING & RACKING LTD. has not given any warranty or condition as to the quality or fitness for any purpose of the Goods;
- 4.2.5. that all conditions or warranties, express or implied (whether by statute or otherwise) are expressly excluded; and
- 4.2.6. that delivery or collection of the Goods will be conclusive evidence that the Customer has examined the Goods, that the Goods are in conformity with their description, in good order and condition, of satisfactory quality and fit for any purpose for which they may be required.

5. RISK/TITLE

- 5.1. Risk of loss or damage to the Goods will pass to the Customer at the time of delivery or collection, whichever is applicable.
- 5.2. Ownership of the Goods will not pass to the Customer until SHELVING & RACKING LTD. has received in full (in cash or cleared funds) all sums due to it in respect of:
- 5.2.1. the Goods; and

- 5.2.2. all other sums which are or which become due to SHELVING & RACKING LTD. from the Customer on any account.
- 5.3. Until ownership of the Goods has passed to the Customer, the Customer will:
 - 5.3.1. hold the Goods on a fiduciary basis as SHELVING & RACKING LTD.'s bailee;
 - 5.3.2. store the Goods (at no cost to SHELVING & RACKING LTD.) separately from all other items of the Customer or any third party in an appropriate manner and in such a way that the Goods remain readily identifiable as SHELVING & RACKING LTD.'s property;
 - 5.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 5.3.4. maintain, store and handle the Goods in all respects in accordance with SHELVING & RACKING LTD.'s guidelines so as to prevent damage or deterioration of the Goods and keep the Goods insured on SHELVING & RACKING LTD.'s behalf for their full price against all risks to the reasonable satisfaction of SHELVING & RACKING LTD.. Upon request, the Customer will produce the policy of insurance to SHELVING & RACKING LTD.; and
 - 5.3.5. not be entitled to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Goods and/or the relationship between SHELVING & RACKING LTD. and the Customer in respect of the Goods.
- 5.4. The Customer's right to possession of the Goods will terminate immediately if:
 - 5.4.1. the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court from the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

- 5.4.2. the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between SHELVING & RACKING LTD. and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- 5.4.3. the Customer encumbers or in any way charges any of the Goods.
- 5.5. SHELVING & RACKING LTD. will be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from SHELVING & RACKING LTD..
- 5.6. The Customer grants to SHELVING & RACKING LTD., its agents and employees, an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- 5.7. Upon termination of the Contract, howsoever caused, SHELVING & RACKING LTD.'s (but not the Customer's) rights contained in this Condition 5 will remain in full force and effect.

6. INSTALLATION

- 6.1. Upon request by the Customer, SHELVING & RACKING LTD. will install any Goods delivered to the Customer at any site requested by the Customer.
- 6.2. The costs for installation will be agreed by the parties beforehand and will be stated on the Invoice raised by SHELVING & RACKING LTD. on the Customer.
- 6.3. The Customer will ensure that any site the Goods are installed in is unobstructed and ready for installation and in particular that the floors are level, even and capable of carrying the Goods to be installed. The Customer will also ensure that the site is adequately heated and lit and has power points suitable for electric tools and means to load and offload the Goods.
- 6.4. Any hazards at the site should be removed by the Customer prior to installation or should be brought to SHELVING & RACKING LTD.'s attention prior to installation.
- 6.5. A forklift truck or suitable lifting equipment must be made available to SHELVING & RACKING LTD. for installation of the Goods to take place.
- 6.6. If the Customer does not comply with the above obligations under clauses 6.1 – 6.5, then any time spent by SHELVING & RACKING LTD. at the site without being able to

install the Goods, will be charged to the Customer at the rate of £15 per man per hour and will be shown on the Invoice in relation to that delivery.

- 6.7. If, due to the Customer not complying with its obligations under clauses 6.1 – 6.5, SHELVING & RACKING LTD. is unable to install the Goods on the date agreed by the parties, then an alternative date for installation will be agreed by the parties and the Customer agrees to pay SHELVING & RACKING LTD. a cancellation or rescheduling charge to reflect the losses made by SHELVING & RACKING LTD. as a result of the rescheduling or cancellation.

7. PURCHASE PRICE

- 7.1. The Purchase Price will be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance. All such amounts are payable by the Customer in addition to what it is due to pay for the Goods.
- 7.2. The Customer accepts that from time to time, the Purchase Price may be subject to change. In such circumstances, SHELVING & RACKING LTD. will give the Customer not less than 14 Business Days notice of such change.

8. PAYMENT

- 8.1. The Customer will make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise and subject to Condition 8.3, payment of an Invoice is due in pounds sterling on the date of the Invoice.
- 8.2. Time for payment will be of the essence.
- 8.3. No payment will be deemed to have been received until SHELVING & RACKING LTD. has received cleared funds for the Goods.
- 8.4. All payments payable to SHELVING & RACKING LTD. under the Contract will become due immediately on termination of the Contract, despite any other provision.
- 8.5. If the Customer fails to pay SHELVING & RACKING LTD. any sum due pursuant to the Contract, the Customer will be liable to pay interest to SHELVING & RACKING LTD. on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Barclays Bank Plc, (or such greater rate as applicable under the Late Payments of Commercial Debts (Interest) Act 1998) accruing on a daily basis until payment is made, whether before or after any judgment.
- 8.6. Without prejudice to clause 8.5, SHELVING & RACKING LTD. reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.7. Without prejudice to the rights granted to SHELVING & RACKING LTD. under clauses 8.5 and 8.6, if payments due under this Contract are not received in accordance with

clause 8.1, SHELVING & RACKING LTD. reserves the right to remove the Goods from any premises where the Goods are being stored, without notice and/or the right to refuse delivering replacement Goods, until such time as the outstanding sums due to SHELVING & RACKING LTD. are paid in full.

9. DEFECTS

9.1. SHELVING & RACKING LTD. will, at its option, either make good by repair or by the supply of a replacement, defects which, under proper use, appear in the Goods within a period of [1] month(s) after the Goods have been delivered, provided that:

9.1.1. the Customer notifies SHELVING & RACKING LTD. in writing of the claimed defects immediately;

9.1.2. SHELVING & RACKING LTD. is satisfied that the defects arise solely from faulty design, materials or workmanship; and

9.1.3. the Goods claimed to be defective are returned to SHELVING & RACKING LTD. at the expense of the Customer.

9.2. The repaired or replacement Goods will be delivered to the Customer to the original place of delivery.

9.3. As an alternative to clause 9.1, SHELVING & RACKING LTD. will be, in its absolute discretion, entitled to return payment to the Customer, if the Customer has already made payment when the claimed defect is notified by the Customer to SHELVING & RACKING LTD..

9.4. The remedy provided in this clause 9 is without prejudice to the other provisions of this Contract, including, without limitation, clause 10 below.

10. WARRANTIES AND LIMITATION OF LIABILITY

10.1. SHELVING & RACKING LTD. does not give any warranty or other terms as to the quality, fitness for purpose or otherwise of the Goods where manufactured by a third party but shall where legally possible assign to the Customer the benefit of any warranty, guarantee or indemnity given by such third party. SHELVING & RACKING LTD. will, subject to Condition 10.2.1 and Condition 10.2.2 at its sole discretion use its reasonable endeavours to procure from the third party the repair or replacement of any part of the Goods found to contain defects in workmanship or to request the issue of a credit note but shall have no further liability including where such repair or replacement incurs any costs as a result of such claim being outside any warranty period of the third party.

- 10.2. SHELVING & RACKING LTD. will not be liable for a breach of the warranty in Condition 10.1 unless:
- 10.2.1. the Customer gives written notice of the defect within 7 days of when the Customer discovered or ought to have discovered the defect; and
 - 10.2.2. SHELVING & RACKING LTD. or its third party representative is given a reasonable opportunity after receiving such notice of examining the Goods.
- 10.3. SHELVING & RACKING LTD.'s obligations under this Condition 10.2 do not apply to maintenance, repair or replacement necessitated in whole or in part by: catastrophe or accident; wilful default; recklessness or negligence on the part of the Customer; unusual stress; power failure; or failure to maintain the prescribed environmental conditions at the installation site, the Customer altering, amending, changing or repairing the Goods or appointing a third party to do so, the Customer failing to follow the oral or written instructions of SHELVING & RACKING LTD. as to the storage, installation, commissioning, use or maintenance of the Goods or, the Customer whether by itself or by through any other party combining the Goods with other products not supplied by SHELVING & RACKING LTD. (unless it can be proven to the reasonable satisfaction of SHELVING & RACKING LTD. that the defect is contained in the Goods) or the Customer making further use of the Goods after notifying SHELVING & RACKING LTD. of the defect, or the defect arises as a result of incorrect, inaccurate or incomplete information being provided by the Customer or the Customer has not paid in full, in cleared funds, the Purchase Price.
- 10.4. Condition 10.1 contains the sole warranty, express or implied, statutory or otherwise, relating to the Goods. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.5. Nothing in these Conditions excludes or limits the liability of SHELVING & RACKING LTD.:
- 10.5.1. for death or personal injury caused by SHELVING & RACKING LTD.'s negligence; or
 - 10.5.2. for any matter which it would be illegal for SHELVING & RACKING LTD. to exclude or attempt to exclude its liability; or
 - 10.5.3. for fraud or fraudulent misrepresentation.
- 10.6. Subject to Condition 10.4 and Condition 10.5:
- 10.6.1. SHELVING & RACKING LTD.'s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract will be limited to the Purchase Price; and

10.6.2. SHELVING & RACKING LTD. will not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10.7. SHELVING & RACKING LTD. accepts no liability for any Goods that may go missing or are damaged during transportation or following delivery by SHELVING & RACKING LTD. or collection by the Customer.

11. TERMINATION

11.1. Subject to Condition 11.3 the Contract will terminate subject to and in accordance with this Condition 11.

11.2. Without prejudice to any other rights or remedies which SHELVING & RACKING LTD. may have, SHELVING & RACKING LTD. may terminate the Contract without liability to the Customer immediately on giving notice to the Customer if:

11.2.1. the Customer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of the Customer being notified in writing of the breach; or

11.2.2. an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer; or

11.2.3. an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

11.2.4. a receiver is appointed of any of the Customer's assets or undertaking or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customers, or if any other person takes possession of or sells the Customer's assets; or

11.2.5. the Customer makes an arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

11.2.6. the Customer ceases, or threatens to cease, to trade; or

- 11.2.7. there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001); or
 - 11.2.8. the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 11.3. On termination of the Contract for any reason:
- 11.3.1. the Customer will immediately pay to SHELVING & RACKING LTD. all outstanding Invoices and interest and, in respect of Goods supplied and used by the Customer but for which no Invoice has been submitted, SHELVING & RACKING LTD. may submit an Invoice, which will be payable immediately on receipt;
 - 11.3.2. the Customer will within a reasonable time, return all of the Goods where title has not transferred. If the Customer fails to do so, SHELVING & RACKING LTD. may enter any premises where the Goods are or may be stored and take possession of them. Until it has been returned or repossessed, the Customer will be solely responsible for the safe keeping of such Goods; and
 - 11.3.3. the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving the termination, will not be affected.

12. ASSIGNMENT

- 12.1. SHELVING & RACKING LTD. may assign the Contract or any part of it to any person, firm or company.
- 12.2. The Customer will not be entitled to assign the Contract or any part of it without the prior written consent of SHELVING & RACKING LTD..

13. FORCE MAJEURE

SHELVING & RACKING LTD. reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of SHELVING & RACKING LTD. including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Customer will be

entitled to give notice in writing to SHELVING & RACKING LTD. to terminate the Contract.

14. COMMUNICATIONS

14.1. All communications between the parties about the Contract will be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

14.1.1. (in case of communications to SHELVING & RACKING LTD.) to its registered office or such changed address as will be notified to the Customer by SHELVING & RACKING LTD.; or

14.1.2. (in the case of communications to the Customer) to any address of the Customer set out in any document which forms part of the Contract or such other address as will be notified to SHELVING & RACKING LTD. by the Customer.

14.2. Communications will be deemed to have been received:

14.2.1. if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

14.2.2. if delivered by hand, on the day of delivery; or

14.2.3. if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

14.3. Communications addressed to SHELVING & RACKING LTD. will be marked for the attention of Mr Peter Oxley.

15. GENERAL

15.1. Each right or remedy of SHELVING & RACKING LTD. under the Contract is without prejudice to any other right or remedy of SHELVING & RACKING LTD. whether under the Contract or not.

15.2. 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, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision will continue in full force and effect.

15.3. Failure or delay by SHELVING & RACKING LTD. 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.

- 15.4. Any waiver by SHELVING & RACKING LTD. 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.
- 15.5. The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.6. The formation, existence, construction, performance, validity and all aspects of the Contract will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.