

# Truvox International Limited

## Standard Terms and Conditions of Sale

### 1. DEFINITIONS / INTERPRETATION

- a. In these conditions, the following definitions apply:
- "BUSINESS DAY" a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
  - BUYER" the person who accepts a quotation of the Seller for the sale of the goods or whose order for the goods is accepted by the Seller;
  - "CONDITIONS" the terms and conditions set out in this document as amended from time to time in accordance with these conditions and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
  - "CONTRACT" the contract for the purchase and the sale of the Goods formed in accordance with clause 2.e. of these Conditions.
  - "EX WORKS" has the meaning given in Incoterms 2010 published by ICC Publishing, as amended by ICC Publishing from time to time;
  - "GOODS" the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;
  - "ORDER" the Buyer's order for Goods;
  - "SELLER" Truvox International Limited registered in England and Wales with company number 00731273;
  - "WARRANTY END DATE" 12 months after the date of sale by the Buyer to a third party, or if earlier, 18 months from the Warranty Start Date;
  - "WARRANTY PERIOD" from the Warranty Start Date to the Warranty End Date;
  - "WARRANTY START DATE" the date of delivery to the Buyer;
- b. In these conditions, the following rules apply:
- A reference to a party includes its personal representatives, successors or permitted assigns.
  - A reference to a statute or a 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.
  - A phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
  - The headings in these Conditions are for convenience only and shall not affect their interpretation.
  - A reference to **writing** or written includes electronic / e mail, telex, cable, facsimile transmission and comparable means of communication.
  - Unless otherwise agreed, the International rules for the interpretation of trade terms prepared by the International Chamber of Commerce (**Incoterms**) shall apply but where they conflict with the Contract, the Contract shall prevail.

### 2. BASIS OF CONTRACT

- a. The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions and the Buyer's acceptance that these Conditions apply to the exclusion of any other terms and conditions the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings.
- b. The Buyer is responsible for ensuring that the Order is complete and accurate.
- c. The Seller reserves the right to accept, refuse, or limit the Order for any reason, including, but not limited to, credit review, product availability or discrepancies in the prices and product descriptions posted on the Seller's website, or in brochures, leaflets or other marketing materials.
- d. The Buyer's acknowledgement of the Seller's quotation or issue of a purchase order does not constitute an acceptance for the purpose of a Contract, but only a record of the Buyer's offer to purchase a particular item at a particular price.
- e. The Order shall only be deemed to be accepted when the Seller issues a written acknowledgement of the Order or starts to perform, at which point the Contract shall come into existence.
- f. The Seller shall be entitled to rely upon any information and advice given by the Buyer in relation to the fulfilment of the Contract such that, to the extent the Seller meets the Buyer's requirement, the Seller will be deemed to have complied with the Contract.
- g. Quotation for the Goods given by the Seller shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

### 3. GOODS AND DELIVERY

- a. The specification, quality, quantity and description for the goods shall be as per the Seller's quotation, notwithstanding that the Seller reserves the right to change specifications without prior notification.
- b. Except where separately notified, Goods included in any Order may be bulked to arrive at the order size/value for the prices which are applicable. Bulk orders are accepted for delivery to one address only.
- c. No Goods are supplied by the Seller on sale or return basis. The Seller reserves the right to cancel any Order or part of an Order at any time prior to despatch of the Goods for any reason whatsoever without incurring any liability to the Buyer.

- d. If for any reason other than a right of rejection hereunder the Buyer does not accept delivery of the Goods at the time when the Goods are due and tendered then in addition to any other remedies of the Seller, the Seller may resell or otherwise dispose of part or all of the Goods and the Buyer shall be liable to the Seller for the full delivery cost of the Goods incurred by the Seller.
- e. Once an Order has been accepted by the Seller it cannot be cancelled by the Buyer except with agreement in writing of the Seller, and the Buyer must reimburse the Seller for any costs or charges incurred by the Seller as a result of the cancellation.
- f. Any dates specified by the Seller for delivery in relation to the Agreement are an estimate only and in relation to the same, time shall not be of the essence nor shall time be made of the essence against the Seller by notice. If no delivery dates are specified, delivery will be within a reasonable time.
- g. While the Seller will make every reasonable effort to meet the Order, all Orders are accepted conditionally upon availability and the Seller shall not be liable if prevented from meeting the Order because the Goods (or any part thereof) are not readily available by reason of any circumstances outside the control of the Seller.
- h. Unless otherwise stated in the Contract, delivery of all Goods to be supplied pursuant to the Conditions shall be made Ex Works at the Supplier's place of business.
- i. The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

### 4. WARRANTY

- a. The Seller warrants to the Buyer that during the Warranty Period, the Goods shall:
- conform with the specification;
  - be free from material defects in design, material and workmanship.
- b. Subject to clauses 4.c. to 4.h., if:
- the Buyer gives written notice to the Seller on the Seller's Warranty Claim Form (annexed to this agreement) during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.a.;
  - the Seller is advised that the Goods are inside their Warranty Period and that the fault was due to a material or manufacturing defect and given a reasonable opportunity to examine such Goods; and
  - the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost, the Seller shall, at its option and at the Buyer's sole and exclusive remedy, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- c. Claims made under this warranty must be supported by the original invoice/bill issued at the time of sale and recording the serial number of the product.
- d. If proof of sale cannot be found, the Warranty Period will begin after the following period following despatch from the Seller:
- |                                     |         |
|-------------------------------------|---------|
| • UK                                | 5 days  |
| • Ireland and Europe (excluding UK) | 10 days |
| • Africa and Middle East            | 15 days |
| • America                           | 30 days |
| • Far East                          | 45 days |
| • Australasia                       | 90 days |
- e. The Seller shall not be liable for any failure of the Goods to comply with the warranty set out in clause 4.a. in any of the following events:
- the Buyer makes any further use of such Goods after giving notice in accordance with clause 4.b.;
  - the defect arises because the Buyer failed to follow preventative maintenance schedules contained in the user manuals supplied and/or the Seller's oral or written instructions as to the storage, conditioning, installation, use and maintenance of the Goods;
  - extreme usage conditions and non-standard product applications;
  - the Buyer alters or repairs the Goods without the written consent of the Seller;
  - the Goods differ from their specification as a result of changes made to ensure that they comply with applicable statutory or regulatory requirements.
- f. Except as provided in this clause 4, the Seller shall have no liability to the Buyer in respect of the Goods failure to comply with the warranty set out in clause 4.a. and in particular Claims will not be accepted under this warranty where:
- They are supported by online auction or purchase confirmations;
  - they are for the replacement of missing components from any package purchased through an online auction.
- g. For the avoidance of doubt the warranty set out in clause 4.a. does not cover any of the following:
- periodic maintenance, and repair or replacement of parts as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
  - damage caused by accident, misuse or neglect, or the fitting of other than the manufacturer's genuine parts;

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- electrical components exposed to moisture;
  - defects in other than the manufacturer's genuine parts, or repairs, modifications or adjustments performed by other than an authorised service engineer or service agent;
  - costs and risks of transport relating directly or indirectly to the guarantee of the product;
  - consumable items such as, but not limited to; carbon brushes, mains leads, floor brushes, pad drives, drive belts, squeegee blades, batteries, keys, filters and all similar items unless failure is within one month of purchase and due to an identifiable manufacturing fault;
  - refurbished or second hand products.
- h. All components that have been replaced must be retained for a minimum of six weeks after a warranty claim has been approved. The Seller reserves the right to request for replaced components to be returned for inspection.
- i. Repairs made have a 90 day warranty. If the product repaired is still under its original warranty, then the new warranty is 90 days or to the end of the original one year warranty, depending upon which is longer.
- j. The Buyer shall ensure that the Goods are stored, conditioned, installed, used and maintained in accordance with preventative maintenance schedules contained in the user manuals supplied and/or the Seller's oral or written instructions.
- 5. RETENTION OF TITLE**
- a. The risk in the Goods shall pass to the Buyer on completion of delivery.
- b. Title to the Goods shall not pass to the Buyer until the earlier of:
- the Seller receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Seller has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
  - the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 5.d.
- c. Until title to the Goods has passed to the Buyer, the Buyer shall:
- store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
  - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - notify the Seller immediately if it becomes subject to any of the events listed in clause 13.b; and
  - give the Seller such information relating to the Goods as the Seller may require from time to time.
- d. Subject to clause 5.e, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:
- it does so as principal and not as the Seller's agent; and
  - title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.
- e. If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 13.b, then, without limiting any other right or remedy the Seller may have:
- the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
  - the Seller may at any time:
    - require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
    - if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
- 6. PRICE AND PAYMENT**
- a. All prices are subject to change without notice and goods ordered will be invoiced at prices current on the day of receipt of Order by the Seller.
- b. The Buyer accepts that:
- the Seller may refuse to accept an Order which is less than the Seller's minimum order quantity or value;
  - where the quantity or value of Goods ordered by the Buyer is less than any minimum order quantity or value specified in the Order or otherwise agreed by the parties in writing, the Seller may charge and the Buyer shall pay the price for such minimum quantity or value of Goods.
- c. Minimum order quantities are subject to a standard delivery and administration charge
- d. All prices are exclusive of amounts in respect of value added or sales tax (VAT), duties and any other imports which will be paid by the Buyer in addition to the purchase of the Goods.
- e. The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT, duties and any other imports as are chargeable on the supply of the Goods.
- f. The Seller may invoice the Buyer for the Goods on or at any time after the completion of delivery.
- g. Goods sold subject to availability and the Seller shall not be liable to the Buyer for any errors or omissions as to availability.
- h. Unless otherwise agreed, the Buyer shall pay invoices in full and cleared funds within one month from the date of the invoice.
- i. Time of payment shall be of the essence.
- j. All payments shall be made to the Seller at its Account Office at Unit C (East), Hamilton Business Park, Manaton Way, Hedge End, Southampton, SO30 2JR, United Kingdom or such other address as the Seller may advise from time to time.
- k. If the Buyer fails to make payment by the due date the Seller, without prejudice to any other right or remedy, shall be entitled to:
- require the Buyer to pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. The Buyer shall pay interest together with the overdue amount;
  - notwithstanding the above sub-clause the Supplier may in the alternative claim interest at its discretion under the Late Payment of Commercial Debts (Interest) Act 1998;
  - collect any costs incurred in the collection of overdue sums (including, but not limited to, collection of agents fees); and
  - cancel the Contract or suspend any further deliveries to the Buyer or both.
- l. The Buyer shall pay all amounts due under the Contract in full without any deductions or withholding except as required by law. The Buyer may not assert any other credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part.
- 7. LIMITATION OF LIABILITY**
- a. Nothing in these Conditions shall limit or exclude the Seller's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - fraud or fraudulent misrepresentation;
  - breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - defective products under the Consumer Protection Act 1987.
- b. Subject to clause 7.a.:
- the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
    - loss of profits, sales, business; or revenue;
    - loss of business opportunity
    - loss of anticipated savings;
    - loss of goodwill; or
    - special, indirect or consequential loss (including loss or damage suffered by the Buyer as a result of an action brought by a third party);arising under or in connection with the Contract even if such loss was reasonably foreseeable or the Seller had been advised of incurring the same; and
  - the Seller's total liability to the Buyer 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, shall in no circumstances exceed the price of the Goods.
- c. The Seller will not be liable for claims for damage or short delivery unless the Buyer sends notice of any alleged damage or shortly delivery to the carrier and to the Seller within 72 hours of delivery of the Goods.
- d. The Buyer will be liable to pay for non-delivered Goods unless notice of the alleged non-delivery is sent to the Seller within 7 days of the relevant invoice.
- e. The Seller will not be liable for any warranty claims made by a person who is not party to the Contract
- f. All warranties conditions and terms implied by statute or common law, including fitness for purpose and correspondence with sample (save for the conditions implied by Section 12 of the Sale of Goods Act 1979 and as expressly provided in these conditions) are, to the fullest extent permitted by law, excluded from the Contract.
- 8. CONFIDENTIAL INFORMATION**
- All information disclosed by either party to the other in connection with the performance of this Agreement, except such information as may be generally available to the public, shall be agreed to have been disclosed in confidence and each party is obliged to keep any such information as it may acquire confidential and only use the other party's confidential information to perform its obligations under this agreement, save to the extent required by law or by any governmental or other authority or regulatory body, not to disclose it to any other person or otherwise improperly use it either before or after the termination of this Agreement except insofar as such information has entered the public domain otherwise than in breach of this clause.
- 9. FORCE MAJEURE**
- The Seller shall not be liable for any delay in or failure in performing its obligation under the Contract to the extent that such delay or failure of performance is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond the Seller's reasonable control, which by its nature

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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, 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.

### 10. PURPOSE

Any recommendation or suggestions relating to the use of the Goods made by the Seller, either in technical literature or in response to a specific enquiry, is given in good faith, but it is for the Buyer to satisfy himself as to the suitability of the Goods for his own particular purpose.

### 11. BUSINESS TO BUSINESS SALES: END OF LIFE OBLIGATIONS

- a. The Buyer shall be responsible for the cost of collection, treatment, recovery and environmentally sound disposal of the Product and Replaced Product in accordance with the laws and regulations in force from time to time, including but not limited to the Waste Electrical and Electronic Equipment Regulations 2013 (**the Regulations**).
- b. The Buyer shall not dispose of the Product or the Replaced Product other than in accordance with the Regulations
- c. The Buyer agrees to indemnify and keep indemnified the Seller from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Seller resulting from any breach of this clause.

### 12. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under or in connection with it.

### 13. INSOLVENCY OF THE BUYER

- a. If the Buyer becomes subject to any of the events listed in clause 13.b. or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries or both under the Contract without any liability to the Buyer, and if the Goods have been delivered not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- b. For the purpose of clause 13.a., the relevant events are:
  - the Buyer suspends, or threatens to suspend, payment of debts, or is unable to pay its debts as they fall due or admits inability to pay its debts;
  - the Buyer makes any voluntary arrangement with its creditors or order or (being an individual or company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or;
  - a creditor or encumbrancer of the Buyer attaches or takes possession or a receiver is appointed of any of the property or assets of the Buyer or;
  - the Buyer ceases or threatens to cease to carry on business or;
- c. termination to the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued at termination.

### 14. VARIATION

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions shall only be binding when agreed in writing and signed by the Seller.

### 15. DATA PROTECTION

- a. Under this clause 15 references to Data Protection Legislation shall mean (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- b. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, both parties' obligations under the Data Protection Legislation.
- c. In respect of personal data of which the Buyer is the controller and the Seller is the processor (as the terms **controller** and **processor** are defined in the Data Protection Legislation), the parties agree as follows:
  - the Order sets out the scope, nature and purpose of processing by the Seller, the duration of the processing and the types of personal data (as the term **personal data** is defined in the Data Protection Legislation) processed by the Seller on behalf of the Buyer (**Personal Data**) and categories of data subject (as the term **data subject** is defined in the Data Protection Legislation);

- The Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Seller for the duration and purposes of the Contract;
- The Buyer gives the Seller general authorisation to appoint sub-processors of Personal Data under the Contract.
- The Seller will inform the Buyer of any intended changes concerning the addition or replacement of sub-processors (**Change Notice**), thereby giving the Buyer the opportunity to object to such changes. If the Buyer does not notify any objection to the Seller within 5 days of receipt of a Change Notice, the Buyer is deemed to have accepted the change. If, following receipt of a Change Notice, the Buyer objects to the addition or replacement of the sub-contractor who is processing Personal Data the Buyer must notify the Seller in writing within 5 days of receipt of the Change Notice outlining the reasons for its objection (**Objection**).
- Following receipt of an Objection the parties shall discuss a commercially reasonable alternative way of processing the Personal Data that is the subject of the Change Notice. At any time following receipt of an Objection and where no alternative arrangement can be agreed the Seller may at its discretion either not appoint the subcontractor to process Personal Data or may by giving notice to the Buyer cancel the Contract or suspend deliveries of Goods under the Contract without any liability to the Buyer.
- The Seller confirms that it has entered or (as the case may be) will enter with the sub-processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 15. Where any sub-processor fails to fulfil its data protection obligations in relation to Personal Data that the Seller is processing on the Buyer's behalf, the Seller shall remain fully liable for the Buyer for the performance of the sub-processor's obligations.
- d. The Seller shall, in relation to any Personal Data processed by it as processor on behalf of the Buyer in connection with the performance by the Seller of its obligations under the Contract:
  - process that Personal Data only on the Buyer's written instructions unless the Seller is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Seller to process Personal Data (**Applicable Laws**). Where the Seller is relying on laws of a member of the European Union or European Union law as the basis for processing of Personal Data, the Seller shall promptly notify the Buyer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Seller from so notifying the Buyer;
  - ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by the Seller);
  - ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and conditions required under the Data Protection Legislation for transfers outside the European Economic Area are fulfilled;
  - assist Buyer, at the Buyer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - notify the Buyer without undue delay on becoming aware of a Personal Data breach;
  - at the Buyer's written direction, delete or return Personal Data and copies thereof to the Buyer on termination of the Contract unless required by Applicable Law to store the Personal Data. The Buyer shall pay the Seller's reasonable costs and expenses associated with returning any data to it; and
  - maintain complete and accurate records and information to demonstrate its compliance with this clause 15d and allow for audits by the Buyer or its designated auditor.

### 16. NOTICES

- a. Any notice or communication to be given under this Agreement shall be in writing and shall be delivered personally or sent by first class pre-paid or registered or recorded delivery post or by facsimile transmission to the registered office for the time being\last known principal place of

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business\last known address\facsimile number of the party to receive the notice.

- b. The notice shall be deemed to be given if delivered personally at the time of delivery or if sent by post 2 Business Days after the notice shall have been posted or if sent by facsimile at the time of completion of transmission by the sender.
- c. In proving service it shall be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a first class pre-paid or registered or recorded delivery letter or that the facsimile was despatched and a confirmatory transmission report received.

#### 17. ENTIRE AGREEMENT

- a. It is acknowledged and agreed that the Contract (including the documents and instruments referred to therein) (the **Documents**) shall supersede all prior representations arrangements understandings and agreements between the parties and or any person acting on their behalf

relating to the subject matter hereof and shall constitute the entire complete and exclusive agreement and understanding in relation to this matter.

- b. The parties irrevocably and unconditionally waive any right they may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in the Documents or for any breach of any representation not contained in the Documents;
- c. It is further acknowledged and agreed that no representations arrangements understandings or agreements (whether written or oral) made by or on behalf of any of the other parties have been relied upon other than those expressly set out or referred to in the Documents.

#### 18. OPERATION OF THE LAW

All Contracts between the Seller and the Buyer, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.