

TERMS AND CONDITIONS OF SALE - BULK FUEL

The Customer's attention is in particular drawn to the provisions of condition 11. The Customer should only enter into a contract with the Company if the Customer wishes to be bound by the Conditions set out below.

1. Definitions and Interpretation

1.1 In these Conditions the following words have the following meanings:

Approved Credit Account: means a credit account agreed in writing between the Customer and the Company;

Company: Regroup (Refuel) Limited (Company Number: 06635009) whose registered office address is Clipper House, Air Street, Hull, HU5 1RR

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with condition 18.3;

Contract: means the contract between the Customer and the Company for the sale and purchase of the Products, which is subject to these Conditions;

Customer: the person, firm or company who procures or obtains the Products from the Company;

Products: means any products agreed in the Contract to be supplied to the Customer by the Company, such as, but not limited to, petroleum products, fuel oils, lubricants and kerosene;

Specification: means any specification for the Products issued by the Company;

Working Day: means any day other than a Saturday, Sunday or a public holiday in the United Kingdom.

1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3 Any 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.

1.4 A reference to **writing** or **written** includes emails.

2. APPLICATION OF TERMS

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings.

2.2 No promises or claims, regardless of who makes them or whether confirmed in writing, will form part of the Contract unless expressly agreed in writing and signed by the Company's authorised representatives. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation (false statements which the Company makes knowingly or recklessly).

2.3 Any order the Customer places will be regarded as a contractual offer by the Customer to purchase the Products subject to these Conditions.

2.4 The Customer must ensure that any order it places and any applicable specification(s) are complete and accurate and that the Customer indicates accurately the place of delivery when placing its order. The Customer must ensure that the Specification issued by the Company as to the grade of Products ordered meet its requirements.

2.5 No order placed by the Customer shall be accepted by the Company until the Company acknowledges the Customer's order and indicates that it has been accepted (either orally or in writing) or, if earlier, the Company delivers the Products to the Customer. All orders are accepted subject to availability of the Products.

2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.7 Any quotation is valid for a period of 24 hours or as specified in the quotation only provided that the Company has not previously withdrawn or revised it.

3. DESCRIPTION

3.1 The quantity and description of the Products shall be as specified by the Customer when the Customer places its order and as confirmed in the Company's confirmation and/or delivery note.

3.2 The Products are as described in the Company's Specification. The Company reserves the right to amend the Specification of the Products if required by any applicable statutory or regulatory requirements.

3.3 All samples, drawings, descriptive matter advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving the Customer an approximate idea of the Products described in them. All such samples as listed above shall not form part of the Contract and this is not a sale by sample.

4. CANCELLATION BY THE CUSTOMER

The Customer may not cancel or vary an order unless this is agreed in advance by the Company's authorised representative and provided the Customer indemnifies the Company in full and on demand against any costs, losses, damages, proceedings, claims or expenses whatsoever suffered by the Company arising out of or in connection with any such cancellation or variation. The Company shall be entitled to make a delivery charge in respect of any costs of aborted delivery.

5. DELIVERY OF PRODUCTS

5.1 Delivery of the Products shall take place into the Customer's tank at the address the Customer specifies at the time the Customer places its order, unless the Company agrees otherwise with the Customer in writing.

5.2 The Customer shall take delivery of the Products at any time when its premises are open for business and at any time outside such opening hours if the parties have both agreed in writing that delivery may be outside such opening hours.

5.3 Any dates specified by the Company for delivery of the Products are intended to be an estimate and time for delivery shall not be of the essence. If no dates are so specified, delivery shall be within a reasonable time.

5.4 Subject to the other provisions of these Conditions the Company shall 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 in the delivery of the Products (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

- 5.5 If for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or the Company is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences, authorisations or access:
- 5.5.1 risk in the Products shall pass to the Customer (including for loss or damage caused by the Company's negligence);
 - 5.5.2 the Products shall be deemed to have been delivered; and
 - 5.5.3 the Company may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 5.6 The Company does not accept responsibility for the dipping, checking or testing of the Customer's tanks.
- 5.7 The Company's measurements of quantity shown by any measuring device employed by the Company (such as sealed meter unit, bill of lading or weighbridge) shall be conclusive evidence of the amount delivered in the absence of manifest error. The Customer may be present at the taking of such measurements. The Company does not accept any responsibility whatsoever for discrepancies between the Company's measuring device and the Customer's tank dip rod or other measuring devices. If the Customer or the Customer's representative, whether or not for the purpose of verifying the Company's measurement or quantity for that delivery, mount any vehicle used on that delivery, the Customer or its representative does so at his own risk and the Company accepts no responsibility whatsoever.
- 5.8 The Company may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. No cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 5.9 Practical logistics and the nature of the Products may mean that the Company cannot always deliver exact quantities and therefore if the Company delivers up to 10% more or less than the quantity ordered, the Customer may not object to or reject the Products as a result of the surplus or shortfall and shall pay for such Products at the pro rata contract rate (whether that be an increase or decrease) in accordance with condition 8.6.

- 5.10 The Company shall not be bound to deliver the Products if:
- 5.10.1 the Customer's premises or access ways are, in the Company's opinion, unsafe or unsuitable for the Company's delivery vehicle or the Company's employees or agents; or
 - 5.10.2 the only access to the tank is through the Customer's premises (this is because there is a risk of damage caused by oil spillage in such a situation); or
 - 5.10.3 if the Company reasonably believe that the Customer has not complied with any of its responsibilities as set out in condition 6.
- 5.11 If the Company cannot deliver the Products for any reason set out in condition 5.10 the Company will refund any price the Customer has paid for the Products but may make a delivery charge.
- 5.12 Where delivery takes place at the Company's premises the Customer shall comply with any environmental and health and safety regulations for the time being in force. In particular the Customer shall not allow any smoking or naked lights in the vicinity of such delivery.

6. THE CUSTOMER'S RESPONSIBILITIES

- 6.1 The Customer must:
- 6.1.1 accurately indicate the place of delivery and clearly notify any special delivery instructions or hazards when placing its order;
 - 6.1.2 provide reasonable and safe access for the Company's or the Company's agent's vehicles, employees and agents;
 - 6.1.3 ensure that if, to effect delivery, the Company's vehicle is required to leave the public highway, the surface of any drive, access road or similar (and any man-lids or ducts) is capable of accepting heavy goods vehicles;
 - 6.1.4 ensure that its oil storage tank and associated equipment, pipe work, devices and any working tank contents gauge fitted are sound, operational, safe, in good working order, suitable for the grade of fuel ordered, properly vented, comply with applicable laws and will accommodate the full quantity of Products ordered;

- 6.1.5 provide clear guidance as to which tank is to be filled in the case of a site with more than one tank;
 - 6.1.6 provide at the delivery point and at its own expense relevant, adequate, safe and appropriate assistance, equipment, facilities, supplies and access for the Company's employees or agents in accordance with the demands of applicable legislation, as the Company shall reasonably require and as required to allow the Company's employees or agents to operate safely;
 - 6.1.7 ensure that where electric or other forms of controlled gates are present at its property, they do not close on the Company's delivery vehicle or its equipment;
 - 6.1.8 not allow any smoking or naked lights, nor permit any stoves, electric or gas fires or radiators to function in the vicinity of the delivery area or in proximity to a tank or inlet pipe into which the Products are being delivered or a vent pipe connected to such tank.
- 6.2 It is the Customer's responsibility to provide sufficient and suitable catchment or secondary containment to provide protection from contamination caused by Offset Fill.
- 6.3 The Customer will fully indemnify the Company on demand for any costs, losses, damages, proceedings, claims or expenses whatsoever suffered by the Company arising out of or in connection with any breach by the Customer of any of the provisions of this condition 6, including, but not limited to loss of profits, depletion of goodwill, legal and other professional fees and expenses, the costs and expenses of investigating and defending any such claims and any costs incurred by the Company in remediating any spillages or contamination caused by the Company.
- 6.4 For the avoidance of doubt, if the Company delivers the Products into an incorrect tank, the Company has the right during reasonable hours to enter any premises (with or without vehicles) where the Products are or may be stored in order to recover them. If the Company delivers the Products into an incorrect tank either as a result of the Customer failing to clearly identify the correct tank, or otherwise by reason of the Customer's fault the Company may levy a charge for the costs of recovering the Products, which will include costs of the pumping out procedure.

7. RISK/TITLE

- 7.1 The Products are at the Customer's risk from the time of delivery. In the case of Products delivered in bulk by road vehicle, delivery shall be deemed to take place and risk will pass to the Customer when the Products pass from the Company's tank vehicle's permanent or temporary discharging hose or coupling.
- 7.2 In the case of barrel or other package deliveries the risk shall pass to the Customer at the time of off-loading when the Products are removed from the Company's vehicle.
- 7.3 Full legal, beneficial and equitable title to and property in the Products will not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to the Company in respect of:
- 7.3.1 the Products; and
 - 7.3.2 all other sums which are or which become due to the Company from the Customer on any account or under any Contract.
- 7.4 Until full legal, beneficial and equitable title to and property in the Products has passed to the Customer, the Customer shall:
- 7.4.1 hold the Products on a fiduciary basis as the Company's bailee and deliver the same up to the Company on demand;
 - 7.4.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 7.4.3 maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the Company's reasonable satisfaction. On request the Customer shall produce the policy of insurance to the Company; and
 - 7.4.4 notify the Company immediately if it becomes subject to any of the events listed in conditions 7.6.2, 7.6.3 and 7.6.4.
- 7.5 The Customer may resell the Products before ownership has passed to the Customer solely on the following conditions:
- 7.5.1 any sale shall be effected in the ordinary course of the Customer's

business at full market value; and

- 7.5.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 7.6 The Customer's right to possession of the Products shall terminate immediately if:
 - 7.6.1 any sum due to the Company from the Customer under any account or Contract is not paid when due;
 - 7.6.2 the Customer has a bankruptcy order made against it or makes an arrangement or composition with its 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 to its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Court 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 for 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
 - 7.6.3 the Customer suffers or allows any execution, whether legal or equitable, to be levied on the Customer's property or obtained against the Customer, or fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or it ceases to trade; or
 - 7.6.4 the Customer encumbers or in any way charges any of the Products.
- 7.7 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.

- 7.8 The Customer grants the Company and the Company's agents and employees an irrevocable licence during reasonable hours to enter any premises (with or without vehicles) where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to repossess and recover them (or in the event of such Product being indistinguishable to take possession of, a product of a like quality and quantity) and dispose of the Products so as to discharge any sums owed to the Company by the Customer under this or any contract.
- 7.9 Where the Company is unable to determine whether any Products are products in respect of which the Customer's right to possession has terminated under condition 7.6, the Customer shall be deemed to have sold such products in the order in which they were invoiced to the Customer.
- 7.10 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 7 shall remain in effect.

8. PRICE

- 8.1 Unless the Company agrees otherwise with the Customer in writing, the price for the Products shall be the price notified to the Customer on request, subject to conditions 2.7, 8.2 and 8.7.
- 8.2 The Company may vary the price at any time before delivery.
- 8.3 The Company may charge the Customer for the costs of the pumping out procedure if the Company has to recover the Products by reason of the Customer cancelling the Contract after delivery or in accordance with condition 6.4 and such costs will be at the hourly rate notified to the Customer on request.
- 8.4 The Customer must pay the costs of any aborted delivery costs where the Company has been unable to deliver the Products because the Customer has not complied with its obligations as set out in condition 6 and must pay for any reasonable costs incurred as a result of delayed delivery where such delay was caused by the Customer. Such costs will be as notified to the Customer on request.
- 8.5 The Customer will pay any amounts due under conditions 8.3 and 8.4 when the Customer is due to pay for the Products in accordance with condition 9 or at the latest within 7 days of invoice unless otherwise agreed in writing.
- 8.6 The price of any bulk Products may vary depending on the quantity the Customer

orders. If the Company is unable to deliver the full quantity of Products ordered by the Customer (either because the Customer's tank is unable to accommodate the full quantity of Products ordered, or because the Company agrees, at the Customer's request, to deliver a smaller quantity of Products than the quantity originally ordered by the Customer), the Company shall be entitled to decrease or increase the price of the Products to reflect the quantity actually supplied to the Customer.

- 8.7 The Company will invoice the effective rates of duty applicable at the time of delivery to the specific Product supplied.

9. PAYMENT

- 9.1 If the Customer does not have an Approved Credit Account, payment must be paid in pounds sterling on or before delivery (unless otherwise agreed).

- 9.2 If the Customer has an Approved Credit Account, payment must be made in accordance with the payment terms notified to the Customer when the Company confirms that an Approved Credit Account has been opened unless otherwise agreed. If payment is not made on the due date or if the Company in its sole discretion decides at any time for any reason, the Company may reduce the said credit limit or stop all credit. If the Company offers credit in respect of any particular transaction, this does not create an obligation on the Company to offer credit in the future.

- 9.3 All sums due to the Company shall be immediately due and payable on demand despite any other provision of these Conditions.

- 9.4 Time for payment shall be of the essence.

- 9.5 No payment shall be deemed to have been received until the Company has received cleared funds.

- 9.6 All payments due to the Company under the Contract shall become due immediately on its termination despite any other provision.

- 9.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

- 9.8 If the Customer fails to pay the Company any sum due pursuant to the Contract on

the due date for payment, the Company shall be entitled to:

- 9.8.1 charge the Customer interest 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 Lloyds Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
 - 9.8.2 charge the Customer the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and
 - 9.8.3 cancel the Contract or suspend any further delivery of Products to the Customer.
- 9.9 The Company reserves the right to charge a reasonable fee in the event that an instrument of payment is not met by the clearing bank.

10. QUALITY

- 10.1 Where the Company is not the manufacturer of the Products, the Company will, if possible, transfer to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer.
- 10.2 The Company warrants that (subject to the other provisions of these Conditions) upon delivery the Products shall:
- 10.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - 10.2.2 conform in all material respects with the Specification; and
 - 10.2.3 be reasonably fit for the normal purpose of the particular Product ordered.
- 10.3 The Company shall not be liable for a breach of any of the warranties in condition 10.2 unless:
- 10.3.1 the Customer gives written notice of the defect to the Company within 7 days of the time when the Customer discovers or ought to have discovered the defect; and
 - 10.3.2 the Company is given a reasonable opportunity after receiving such notice of examining such Products and the Customer allows the Company to test,

examine and inspect all samples of the Product as are reasonably required by the Company, including samples from any relevant storage tank or vehicle in which the defective Product was used. The Customer shall permit the Company access to the Products or the Customer's premises as necessary for the purposes of this condition. If the results of such testing, inspection and examination indicates that the Company is not in breach of condition 10.2 then the Company shall be entitled to charge the Customer for the costs of such recovery, testing, inspection and examination.

- 10.4 The Company shall also not be liable for a breach of any of the warranties in condition 10.2 if:
- 10.4.1 the Customer makes any further use of such Products after giving such notice; or
 - 10.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or good trade practice; or
 - 10.4.3 the defect arises due to storage conditions; or
 - 10.4.4 the Products have not been used by the Customer within a period of 3 months from the date of delivery; or
 - 10.4.5 the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.5 Subject to condition 10.3 and condition 10.4, if any of the Products do not conform with any of the warranties in condition 10.2 the Company shall, at the Company's option, replace such Products or refund the price of such Products at the pro rata Contract rate.
- 10.6 If the Company complies with condition 10.5 the Company shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Products.
- 10.7 The terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Conditions excludes or limits the Company's liability:

11.1.1 for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or sub-contractors (as applicable); or

11.1.2 for any matter which it would be illegal for the Company to exclude or attempt to exclude the Company's liability; or

11.1.3 for fraud or fraudulent misrepresentation; or

11.1.4 breach of the terms implied by Section 12 of the Sale of Goods Act 1979.

11.2 Subject to condition 11.1:

11.2.1 the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

11.2.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 85% of the maximum limit of the Company's insurance or, if the claim is not covered by the Company's insurance or no payment is received by the Company from such insurers, to £50,000

12. DATA PROTECTION

The Company will comply with the Data Protection Act 2018 and will use and process the Customer's employee's personal details in accordance with the Company's privacy policy, a copy of which is available from the Company's website and/or on request.

13. RESTRICTED PRODUCT USE

In the case of Kerosene, Gas Oil, Boiler Fuel and Fuel Oils, the Customer undertakes that these oils will not be used or sold for use as fuel in mechanically propelled vehicles constructed or adapted for use on roads in contravention of the Hydrocarbon Oil Duties Act 1979 or of any statutory modification or re-enactment thereof for the

time being in force.

14. ASSIGNMENT

- 14.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 14.2 The Customer shall not be entitled to assign the Contract or any part of it without the Company's prior written consent.

15. EVENTS BEYOND THE COMPANY'S REASONABLE CONTROL

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from an event or circumstances beyond a party's reasonable control. If the period of delay or non-performance continues for 180 days, the party not affected may terminate this Contract by giving 7 days written notice to the affected party.

16. BREACH OF CONTRACT/TERMINATION

- 16.1 Without limiting its other rights or remedies, the Company shall have the right at any time and for any reason to immediately bring the whole or part of the Contract to an end by giving the Customer written notice, without liability to the Customer, if:
- 16.1.1 the Customer commits a serious breach of any of these Conditions; or
- 16.1.2 any distress, execution or other process is levied upon any of the Customer's assets; or
- 16.1.3 the Customer has a bankruptcy order made against it or make an arrangement or composition with the Customer's creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver or manager, administrator or administrative receiver appointed of the Customer's 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 the Customer's 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 for 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

- 16.1.4 the Customer ceases or threatens to cease to carry on its business; or
 - 16.1.5 the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its payment obligations under the Contract has been placed in jeopardy.
- 16.2 Without limiting its other rights or remedies, the Company may suspend provision of the Products under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in condition 16.1.1 to condition 16.1.5 or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 16.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 16.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
- 16.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 16.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

17. COMMUNICATIONS

- 17.1 All communications between the Customer and the Company about the Contract shall be in writing and delivered by hand or sent by pre-paid first-class post or sent by electronic mail:
 - 17.1.1 (in case of communications to the Company) to the Company's registered office or such changed address as the Company notifies to the Customer

or in the case of electronic mail to the electronic mail address notified to the Customer by the Company from time to time;

17.1.2 (in the case of the communications to the Customer) to the Customer's registered office or such other address as shall be notified to the Company by the Customer or in the case of electronic mail to the electronic mail address notified to the Company by the Customer from time to time.

17.2 Communications shall be deemed to have been received:

17.2.1 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

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

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

17.3 Communications addressed to the Company shall be marked for the attention of a serving director of the Company.

17.4 The provisions of condition 17 shall not apply to the Service of any proceedings or other document in any legal action.

18. GENERAL

18.1 If any provision of the Contract is found by any court or other body to be unenforceable this will not affect the validity of the remaining provisions of this Contract. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be regarded as a waiver of any of the Company's rights under the Contract.

18.2 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.

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

18.4 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and both parties submit to the exclusive

jurisdiction of the English Courts.