

**TERMS AND CONDITIONS FOR THE SALE OF GOODS (AND  
ASSOCIATED SERVICES) (UK AND IRELAND)**

**1.**





**12. Entire Agreement**

- 12.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them relating to its subject matter.
- 12.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. This does not limit or exclude liability for fraudulent misrepresentation.

**13. Severability**

Should any provision or remedy herein provided for be invalid or unenforceable or unlawful under any applicable law in whole or in part, it shall be deemed to be amended in so far as it is possible to do so in order to make it enforceable whilst retaining its purpose or severed from the Contract if it is not possible to do so and the remaining provisions of these Terms and Conditions, including any remaining default remedies, shall be given effect in accordance with the intent hereof. In the Company's sole discretion, it may terminate the Contract by not less than seven (7) days' written notice to the Customer in the event that it considers that such deletion will have a material adverse effect on its rights under the Contract.

**14. No Partnership or Agency**

- 14.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**15. Third Parties**

- 15.1 Any of the Company's Group Companies may rely on and enforce any of the rights conferred to it

- 22.1 This condition sets out the entire financial liability of the Company, its employees, agents and sub-contractors to the Customer in respect of any breach of the Contract.
- 22.2 Other than as expressly set out herein, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 22.3 SUBJECT TO THE REMAINING SUB-CONDITIONS OF THIS CONDITION, THE COMPANY SHALL NOT BE LIABLE, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION OR OTHERWISE FOR:
  - 22.3.1 LOSS OF PROFITS; LOSS OF BUSINESS, LOSS OF REVENUE; LOSS OR DAMAGE INCURRED AS A RESULT OF A THIRD