



# FULCRUM MANUFACTURING LTD

Precision CNC Engineering

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Tel: 02392388838

Email: [enquiries@fulcrummanufacturing.co.uk](mailto:enquiries@fulcrummanufacturing.co.uk)  
[www.fulcrummanufacturing.co.uk](http://www.fulcrummanufacturing.co.uk)

## Sale of Manufactured Components and Assemblies, Fulcrum Manufacturing Ltd

These terms and conditions apply to any purchase of manufactured components or goods.

The Buyer's attention is drawn in particular to the provisions of clauses 4.1 and 13.

### 1 Interpretation

1.1 In these Conditions, the following definitions apply:

**FML** means FULCRUM MANUFACTURING LIMITED incorporated and registered in England and Wales with company number 05062792 whose registered office is at Carnac Place, Cams Hall, Fareham, Hampshire, PO16 8UY (Accountancy office address), and whose Company VAT No. 837 5516 07.

**Business Day** a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

**Buyer** the person or firm who purchases the Goods from FML.

**Conditions** these terms and conditions as amended from time to time in accordance with clause 17.3.

**Contract** the contract between FML and the Buyer for the supply of Goods in accordance with the Order and these Conditions.

**Delivery Address** means the location where the Goods are to be delivered, as specified by the Buyer in the Order.

**Force Majeure Event** has the definition given at clause 15.2.

**Goods** the custom manufactured goods (or any part of them) to be supplied to the Buyer by FML, as set out in the Order.



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**Order** the Buyer's order for the supply of Goods as placed by the Buyer by email, or over the telephone, in accordance with these Conditions and including any drawings, models or documents agreed between FML and the Buyer.

**NCNR** Non-Cancellable / Non-Returnable Product Agreement

**Personal Data** identity and contact data of individuals such as names, titles and other identifiers together with business addresses, email addresses and telephone numbers.

**Specification** any specification for the Goods (including any related plans and drawings) that is agreed in writing by the Buyer and FML.

**Website** FML trading website at [www.fulcrummanufacturing.co.uk](http://www.fulcrummanufacturing.co.uk).

1.2 In these Conditions, unless the context otherwise requires:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory 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.

1.2.4 any phrase introduced by the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes e-mail.

## 2 **Basis of Contract and Placing an Order**



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2.1 Unless otherwise agreed between the parties in writing, these Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.

2.2 The Contract constitutes the whole agreement between FML and the Buyer for the supply of the Goods.

2.3 The Buyer shall submit an initial enquiry for the purchase of Goods via the Website, by telephone, or by email. FML shall review the enquiry and will get in touch with the Buyer to discuss the Buyer's requirements, or to confirm it is able to meet the Buyer's request. The Buyer's initial enquiry shall not constitute an Order.

2.4 Once FML has confirmed it is able to meet the Buyer's request, and subject to agreeing the Specification for the Goods, the Buyer may confirm that it wishes to proceed and place an Order for the Goods.

2.5 Each Order placed by the Buyer constitutes an offer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the Order (including the Specification, and any drawings, models and documents submitted to FML) is complete and accurate before it is placed.

2.6 After receiving an Order, FML will send an order acknowledgment email to the Buyer including confirmation of the Buyer's Order details (**Order Acknowledgement**). The Order shall only be deemed to be accepted when FML sends the Order Acknowledgment to the Buyer, at which point the Contract shall come into existence.

2.6.1 **NCNR:** FMQF44 on evaluation of customer order/orders or if deemed appropriate based on customer financial/business practices may request that an NCNR agreement be signed before works commence.

2.7 On dispatch of the Goods, or at the point that the Goods are made available for collection, FML will send to the Buyer FML's invoice for the Goods and a certificate of conformity for the Goods (if applicable).



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2.8 If FML is unable to supply the Buyer with the Goods for any reason, FML will inform the Buyer of this by email or phone and will not process the Buyer's Order. If the Buyer has already paid for the Goods, FML will refund the Buyer the full amount including any delivery costs charged as soon as possible.

2.9 These Conditions are made only in the English language.

2.10 As the Goods ordered under these Conditions are manufactured to meet bespoke or custom requirements of the Buyer, the Buyer may not cancel its Order or return the Goods at any point after FML issues its Order Acknowledgement.

## 3 Goods

3.1 FML reserves the right to make any changes to the Specification for the Goods only where such change is strictly necessary to conform with any applicable statutory or regulatory standards.

3.2 By purchasing Goods from FML, the Buyer agrees and confirms that the import, ownership or use of the Goods is not prohibited by any applicable laws within the country the Goods will be used in or delivered to.

3.3 FML does not warrant that the Goods will be suitable for any particular purpose the Buyer may seek to use them for.

3.4 Prior to placing an Order, the Buyer must satisfy itself that the Goods are fit for any particular purpose it intends to use the Goods for, and that the Goods meet any necessary health and safety requirements for that purpose.

3.5 The Buyer acknowledges and agrees that no Goods should be purchased for use in or in connection with any product which is unlawful under the laws of the relevant jurisdiction in which that product will be used.

## 4 Indemnity

4.1 The Buyer shall indemnify FML against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses,



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loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by FML in connection with any claim made against FML for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with FML's use of the Buyer's Specification, drawings or documents. This clause 4.1 shall survive termination of the Contract.

4.2 Prior to placing an Order, the Buyer must satisfy itself that any relevant design and/or drawing to be submitted to FML does not infringe any third-party rights. FML reserves the right to terminate the Contract with the Buyer with immediate effect in the event that it reasonably believes or suspects that the Buyer's designs, drawings or the Specification infringe any such third-party rights.

## 5 Delivery

5.1 At the point of placing an Order the Buyer shall specify whether the Goods are to be delivered to the Delivery Address or collected by the Buyer from FML premises (subject to collection being an available option at the time of placing the Order).

5.2 If the Buyer opts for the Goods to be delivered:

5.2.1 FML shall appoint its nominated courier to deliver the Goods to the Delivery Address.

5.2.2 the Buyer shall make all arrangements to take delivery of the Goods upon delivery; and

5.2.3 delivery shall be completed on the goods' arrival at the Delivery Address.

5.3 If the Buyer opts to collect the Goods:

5.3.1 a collection date shall be specified by FML at the point that the Goods are ready; and

5.3.2 delivery shall be completed upon the Buyer's collection of the Goods.



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5.4 FML retains the right to reject an Order at any time (or to cancel any Order placed (or part thereof)), for any reason including but not limited to:

5.4.1 if an Order is requested to be delivered to a country or jurisdiction to which delivery is not possible.

5.4.2 if the Goods to be produced under the Order are prohibitively difficult or physically impossible to manufacture.

5.4.3 if there is an unforeseen shortage in materials required to fulfil the Order; or

5.4.4 if an Order is requested to be delivered to a delivery address which at the time of placing the Order FML or its nominated couriers do not deliver to.

5.5 In the event that in accordance with clause 5.4 an Order (or part thereof) is rejected or cancelled after it has been placed, FML shall refund to the Buyer any amounts paid by the Buyer for the Order (or the relevant cancelled Goods).

5.6 Any dates quoted for delivery as subject to prior agreement between FML and Customer.

5.7 FML shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order and the type and quantity of the Goods and any relevant certificates requested, prior (Upon request) or at the time of, delivery of the Goods.

5.8 FML may deliver the Order in instalments. In the event that FML agrees to invoice for each instalment 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.

5.9 FML shall have no liability to the Buyer for any delay in delivery of the Goods or failure of performance caused by:



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5.9.1 the Buyer's failure to provide FML (or its nominated courier) with adequate delivery instructions or other information relevant to the supply of the Goods.

5.9.2 the Buyer's failure to arrange or pay any import fees, duties, and tariffs applicable to the Buyer's Order; or

5.9.3 a Force Majeure Event.

5.10 If FML is unable to deliver the Goods due to a Force Majeure Event, or the Buyer fails to accept delivery FML shall be entitled to place the Goods in storage until such times as delivery may be affected, and the Buyer shall be liable for any expenses associated with such storage.

5.11 If FML fails to deliver the Goods it may, at its option:

5.11.1 supply a replacement Order to the Buyer at cost; or

and FML's liability in respect of any such failure to deliver shall be limited to refunding the price of the relevant Order in the event that a replacement Order is not provided.

## 6 **Import of Goods**

6.1 In the event that the Delivery Address for an Order is located within Northern Ireland, the Buyer acknowledges and agrees that it is and shall always remain fully responsible for any customs clearance required in order to transport the Goods onwards from the Delivery Address to any location within the Republic of Ireland.

6.2 Unless otherwise stated in the Order, the Buyer is responsible for payment of all relevant import fees, duties, and tariffs applicable to the Buyer's Order and delivery of the Goods to the Delivery Address. If any restrictions apply to the delivery of Goods from FML's premises to the Delivery Address, the Buyer is responsible for adhering to those restrictions. FML shall not be responsible for any such duties or tariff payments nor for any consequences (including delayed delivery) of the Buyer's failure to meet relevant restrictions.





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## 7 Return and Inspection of Goods

7.1 Due to the bespoke nature of the Goods, the Buyer is not entitled to return the Goods to FML for convenience.

7.2 The Buyer must inspect the Goods upon delivery and report any apparent damage to FML within 24 hours of delivery.

7.3 Any other issues with the Goods should be reported to FML without delay and within 30 days of delivery.

7.4 In the event that the Buyer refuses or fails to collect or take delivery of an Order on first delivery or notification that the Order is ready to collect (including where the Buyer has provided FML with incorrect or incomplete delivery information, has failed to arrange or pay any import fees, duties and tariffs applicable to the Order, or has failed to provide other information relevant to the supply of the Goods) FML shall be entitled to charge the Buyer for any excess shipping, storage and handling fees incurred by FML.

7.5 Where Goods are returned to FML further to clause 7.4, FML may issue an invoice to the Buyer in respect of: (1) any shortfall between the delivery charges paid by the Buyer in respect of the returned Goods, and the actual delivery and shipping costs incurred by FML for the delivery of the Goods; and (2) any costs incurred by FML in relation to the return of the Goods to FML's premises.

## 8 Warranty

8.1 FML warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

8.1.1 conform in all material respects with the Specification; and

8.1.2 be free from material defects in design, material, and workmanship; and

8.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).





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8.2 Subject to clause 8.3, if:

8.2.1 the Buyer gives notice in writing to FML within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.1;

8.2.2 FML is given a reasonable opportunity of examining such Goods if so requested; and

8.2.3 the Buyer (if asked to do so by FML) returns such Goods to FML's place of business at FML's cost, FML shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

8.3 FML shall not be liable for the goods' failure to comply with the warranty set out in clause 8.1 if:

8.3.1 the Buyer makes any further use of such Goods after giving notice in accordance with clause 8.2.

8.3.2 the defect arises because the Buyer failed to follow FML's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

8.3.3 the defect arises as a result of FML following any drawing, design or Specification supplied by the Buyer;

8.3.4 the Buyer alters or repairs such Goods without the written consent of FML.

8.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, improper use, excessive force (including but not limited to over-torquing) or abnormal storage or working conditions; or

8.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.4 FML shall be under no liability in respect of any defect in the Goods arising from any Specification supplied by the Buyer.



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8.5 Except as provided in this clause 8, FML shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 8.1.

8.6 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.

8.7 These Conditions shall apply to any repaired or replacement Goods supplied by FML.

## 9 **Data Protection**

FML will collect Personal Data relating to the Buyer's representatives in the course of providing the Goods. This is used by FML to fulfil the Buyer's Order. The use of Personal Data for this purpose is necessary for the performance of the contract that will be in place between the Buyer and FML and for both FML and the Buyer's legitimate interests in managing that agreement. For further information about how FML handles Personal Data, please refer to its Privacy Policy.

## 10 Title and Risk

10.1 The risk in the Goods shall pass to the Buyer on completion of delivery, or upon collection of the Goods by the Buyer (as applicable).

10.2 Title to the Goods shall not pass to the Buyer until the earlier of: (i) FML receives payment in full (in cash or cleared funds) for the Goods; and (ii) the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 10.4.

10.3 Until title to the Goods has passed to the Buyer pursuant to this clause, the Buyer shall: (a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as FML's property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (d) notify FML immediately if it becomes subject to any of the events listed in clauses 14.1.3 to 14.1.5; and (e) give FML such information relating to the Goods as FML may require from time to time.



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Notwithstanding anything in this clause 10, the Buyer may use the Goods in the ordinary course of business.

10.4 Subject to clause 10.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before FML receives payment for the Goods. However, if the Buyer resells the Goods before that time:

10.4.1 it does so as principal and not as FML's agent; and

10.4.2 title to the Goods shall pass from FML to the Buyer immediately before the time at which resale by the Buyer occurs.

10.5 At any time before title to the Goods passes to the Buyer, FML may:

10.5.1 by notice in writing, terminate the Buyer's right under clause 10.4 to resell the Goods or use them in the ordinary course of its business; and

10.5.2 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.

## 11 **Price and Payment**

11.1 The price of the Goods will be as quoted by FML to the Buyer prior to the Order being placed.

11.2 All prices shall be quoted, all invoices raised, and all payments made, in pounds sterling (£) unless otherwise stated in the Order.

11.3 Any price quoted by FML for the Goods shall be valid for one month only (or such other period as is stated on FML's quotation, or otherwise communicated to the Buyer by FML), after which time the price may vary.

11.4 Any price quoted by FML for the Goods is applicable for the Goods (and relevant quantity of Goods) requested only, and FML does not guarantee that the same price will apply to any Goods of the same type ordered at a later date due to pricing fluctuations from time to time.



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11.5 Unless otherwise stated the price of the Goods quoted to the Buyer does not include delivery charges or VAT. The delivery charges are as advised to the Buyer prior to the Order being accepted.

11.6 Payment for the Goods and all applicable VAT and delivery charges shall be due within 30 days of the date of invoice supplied by FML.

11.7 If payment of any invoice is not made by the relevant due date, FML shall be entitled to:

11.7.1 require payment in advance of delivery in relation to any Goods due to be delivered to the Buyer; and/or

11.7.2 suspend delivery of any undelivered Goods (whenever ordered and under any contract between the Buyer and FML) until the overdue payment is made, without incurring any liability whatever to the Buyer for non-delivery or delivery delay; and/or

11.7.3 exercise its rights under clause 14.1.

11.8 FML may invoice the Buyer in respect of any payments due to FML in accordance with these Conditions. Any such invoices shall be payable by the Buyer within 30 days of the invoice date and the terms set out in clause 11.7 shall apply in respect of any late payment.

## 12 **Credit Accounts**

12.1 FML may, acting in its sole discretion, offer credit accounts to a buyer upon request.

12.2 Full details of credit account eligibility criteria can be requested from FML's sales team, however satisfaction of such eligibility criteria does not guarantee FML's agreement to offer credit terms, and FML reserves the right to refuse to offer credit for any reason.

12.3 Credit account eligibility criteria can be amended by FML at any time.

12.4 Where a credit account is opened for a Buyer:



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12.4.1 FML shall issue the Buyer with a credit account summary and invoice once per calendar month;

12.4.2 the Buyer shall pay any invoice within 30 days of the date of invoice issued (unless alternative payment terms are agreed between the parties in writing);

12.4.3 if the Buyer's credit account exceeds the agreed credit limit, or has payments outstanding, FML may refuse to process or dispatch any Order placed or due for dispatch until the credit account balance has been cleared; and

12.4.4 if the Buyer circumvents, or attempts to circumvent the suspension of Orders described in clause 11.7.2, FML may cancel the credit account without notice.

12.5 FML reserves the right to terminate the Buyer's credit account (where relevant) at any time and the Buyer agrees to settle any remaining balance of the account immediately on termination.

12.6 The provisions of clause 11 shall apply to any amounts due to be paid under the Buyer's credit account.

## 13 **Limitation of Liability**

13.1 Notwithstanding any other provision of the Contract, the liability of the parties shall not be excluded or limited in any way which cannot legally be limited, including liability for:

13.1.1 death or personal injury caused by negligence.

13.1.2 fraud or fraudulent misrepresentation.

13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

13.1.4 defective products under the Consumer Protection Act 1987.



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13.2 Subject to clause 13.1, FML shall not be liable to the Buyer for any of the following types of loss:

13.2.1 direct loss of profits.

13.2.2 loss of sales or business, contracts, or opportunity.

13.2.3 loss of anticipated savings.

13.2.4 loss of anticipated profit including loss of profit on contracts.

13.2.5 loss of use or corruption of software, data, or information.

13.2.6 damage to property.

13.2.7 loss of or damage to goodwill or reputation; and

13.2.8 any special, indirect, or consequential loss or damage however caused including:

13.2.8.1 any indirect loss of profit; or

13.2.8.2 any indirect loss of anticipated profit; or

13.2.8.3 any indirect loss of anticipated savings; or

13.2.8.4 loss of use of money or revenue; or

13.2.8.5 any other special, indirect, or consequential loss, and the parties agree that the categories of loss as referred to at this clause 13.2 shall be distinct and severable.

13.3 Subject to clauses 13.1 and 13.2, FML's total liability to the Buyer whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise shall not exceed the lower of.

13.3.1 an amount equal to the value of the Order; or max there of.

13.4 This clause 13 shall survive termination of the Contract.



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## 14 Termination

14.1 Without affecting any other right or remedy available to it, FML may terminate the Contract with immediate effect by giving written notice to the Buyer if:

14.1.1 the Buyer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so by FML;

14.1.2 the Buyer fails to make payment for the Goods or delivery of the Goods and fails to remedy such late payment within fourteen days from the due date.

14.1.3 the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

14.1.4 the Buyer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

14.1.5 the Buyer's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.2 Without affecting any other right or remedy available to it, FML may suspend the supply of Goods or all further deliveries of Goods under the Contract or any other contract between the Buyer and FML if the Buyer fails to pay any amount due under the Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.5, or FML reasonably believes that the Buyer is about to become subject to any of them.





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14.3 If the Buyer becomes aware that any event has occurred, or circumstances exist, which may entitle FML to terminate the Contract under this clause 14, it shall immediately notify FML in writing.

14.4 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of FML at any time up to the date of termination.

## 15 Force Majeure

15.1 A party shall not be liable if delayed in or prevented from performing its obligations due to a Force Majeure Event, provided that it promptly notifies the other of the Force Majeure Event and its expected duration and uses reasonable endeavours to minimise the effects of that event.

15.2 A Force Majeure Event means an event beyond a party's reasonable control which by its nature 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, pandemic, epidemic or similar events, acts of government, war, terrorism, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosion, collapse of building structures, fire, flood, storm, earthquake, loss at sea, shortage or unavailability of raw materials, natural disasters or extreme adverse weather conditions or default or delay of suppliers or subcontractors.

15.3 If, due to a Force Majeure Event, a party is or shall be unable to perform a material obligation or is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or total of more than 30 days in any consecutive period of 60 days, the other party may, within 30 days, terminate the Contract on immediate notice and the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

## 16 Notices



# FULCRUM MANUFACTURING LTD

*Precision CNC Engineering*

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Tel: 02392388838

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16.1 Any notice or other communication given by one party to the other under or in connection with the Contract must be in writing and sent by pre-paid first-class post or other next working day delivery service, or email.

16.2 Any notice given by a party under these Conditions is deemed to have been received:

16.2.1 if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting; or

16.2.2 if sent by email, at 9:00am the next Business Day after transmission.

16.3 The provisions of this clause 16 do not apply to notices given in legal proceedings or arbitration.

## 17 **General**

17.1 FML may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

17.2 The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of FML.

17.3 Any variation of the Contract only has effect if it is in writing and signed by both parties (or its respective authorised representatives).

17.4 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.5 If any provision of these Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Conditions shall not be affected.



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17.6 A waiver of any right or remedy under these Conditions or at law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.7 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.8 A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.9 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.