

CONCORDE INTERIORS LIMITED

TERMS AND CONDITIONS OF SALE

(2006 Version 1a)

NOTE:

- (i) There are provisions contained in these Conditions, in particular Conditions 2.3, 2.4, 3.3, 6, 8, 9 and 12 which exclude or limit liability of the Company, its servants and agents, and Conditions 11.1 and 11.2, which provides to the Company a right of indemnity against the Customer in certain circumstances.
- (ii) The Company's quoted and printed prices are not fixed prices and may be increased pursuant to Condition 4.2 below. The Customer may be liable for additional costs pursuant to Conditions 4.3, 6.2 and/or 6.4.3.

1. Interpretation

1.1 In these Conditions the following words and expressions shall have the following meanings:

“Company” means Concorde Interiors Limited (registered number 2538645) whose registered office is at Palmer Street, Hyde Park, Doncaster, South Yorkshire DN4 5DD.

“Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Customer and Company.

“Contract” means the contract for the purchase and sale of the Goods, incorporating these Conditions.

“Customer” means the person, firm or company who purchases Goods from the Company.

“Goods” means the goods (including any instalment of the goods or any parts for them) which the Company is to supply to the Customer in accordance with these Conditions.

“Order” the order placed by the Customer with the Company for purchase of the Goods.

“Writing” includes (where appropriate) facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order,

regulation or instrument or as contained in any subsequent re-enactment, modification or statutory extension of any of the above.

- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

- 2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Customer, or any Order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such Order is made or purported to be made, by the Customer.
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Customer's written Order, confirmation of Order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract. No variation to these Conditions shall be binding unless agreed in writing signed by a director of the Company.
- 2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods (whether relating to the nature, condition, specification, performance, quality, suitability or endurance of or in any other respect) and any such representations must be confirmed by a director of the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.4 Any typographical, clerical or other written or spoken error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.5 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures, leaflets or correspondence are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract unless any such information is specifically confirmed in writing to the Customer by the Company other than in a quotation, and then only subject to recognised tolerances.
- 2.6 Any samples given by the Company correspond with the Goods as far as is reasonably possible given the nature of the Goods but this is not a sale by sample and the samples are not to be treated as forming part of the Contract.

3. Orders and Specifications

- 3.1 Each Order shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions. No Order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed by the Company's authorised

representative or (if earlier) the Company delivers the Goods (or is deemed to have delivered the Goods) to the Customer. Orders are accepted by the Company subject to availability of products and raw materials from the Company's suppliers required to fulfil the Contract.

- 3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 The Company is prepared to receive the Order by telephone but will be under no liability whatsoever for any error or omission claimed by the Customer to have arisen in relation to a telephone Order.
- 3.4 The quantity, quality and description of and any specification for the Goods shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's Order (if accepted by the Company).
- 3.5 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.
- 3.6 No Order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company, and upon cancellation the Company shall be entitled to invoice the Customer for all work carried out to date by the Company under the Contract including any costs and expenses incidental to that work.

4. Price of the Goods

- 4.1 The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the Order by the Company. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.
- 4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or energy or other costs of manufacture), or any loss or extra cost incurred by the Company caused by any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions, or through any other act or default on the part of the Customer.

- 4.3 Except as set out in these Conditions or otherwise agreed between the Customer and the Company, all prices given by the Company are inclusive of all transport, packaging and insurance costs and charges associated with delivery of the Goods to the Customer. The price of the Goods shall however be exclusive of all costs and charges of transporting the Goods to the Customer's premises (or the home or premises of the Customer's customer(s) where appropriate), unloading, packaging and insurance in respect of deliveries outside mainland Great Britain (i.e. outside England, Scotland or Wales), or in respect of any deliveries made directly to the home or premises of the Customer's customer(s). In such cases all transport, unloading, packaging and insurance costs and charges shall be paid by the Customer in addition to the price of the Goods when it is due to pay the price of the Goods.
- 4.4 The price is exclusive of any applicable value added tax or other similar taxes, which the Customer shall be additionally liable to pay to the Company.

5 Terms of Payment

- 5.1 Subject to any special terms agreed in writing between the Customer and the Company, the Company shall be entitled to invoice the Customer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tended delivery of the Goods.
- 5.2 Subject to Condition 5.9, the Customer shall pay the price of the Goods and any other sums due from the Customer to the Company pursuant to the Contract or these Conditions within 28 days of the date of the Company's invoice (the "Due Date") PROVIDED ALWAYS that payment shall immediately become due under Condition 10.2 forthwith upon the occurrence of any of the events referred to in Condition 10.1. The Company shall be entitled to recover the price of the Goods, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer.
- 5.3 The time of payment of the price of the Goods (and any other sums due from the Customer to the Company pursuant to the Contract or these Conditions) shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.4 If the Customer fails to make any payment of any amount by the Due Date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 5.4.1 cancel the contract or suspend any further deliveries to the Customer;
 - 5.4.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and

- 5.4.3 claim and charge the Customer interest (and reasonable compensation for debt recovery costs) under the terms of the Late Payment of Commercial Debts (Interest) Act 1998 and any enactment, order, regulation or other statutory instrument made thereunder.
- 5.5 If upon the terms of the Contract monies due are payable in instalments, a default by the Customer of the payment of any instalment due shall cause the whole of the balance of the sums payable to become due forthwith.
- 5.6 All sums due to the Company under the Contract shall be due in full to the Company in accordance with the terms of the Contract and the Customer shall not be entitled to make 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.
- 5.7 The Company shall be entitled to withhold an amount equal to any amount due from the Customer to the Company from any amount due by the Company to the Customer on any account whatsoever and any term of any contract between the Customer and the Company that is inconsistent with this Condition shall be deemed to have been amended accordingly.
- 5.8 No payment shall be deemed to have been received until the Company has received cleared funds.
- 5.9 Notwithstanding any other provisions in these Conditions, the Customer shall be entitled to open a trading/credit account with the Company only with the prior agreement of the Company, which agreement shall include the Company making appropriate enquiries and being satisfied as to the Customer's creditworthiness. If the Customer does not have a trading/credit account with the Company, the Customer shall pay to the Company an advance deposit in respect of the price of the Goods prior to delivery (in such amount as shall be specified by the Company), and the balance of the price (and any other sums due from the Customer to the Company pursuant to the Contract or these Conditions) shall be paid in full on delivery or collection of the Goods.

6. Delivery & Non-Delivery

- 6.1 Any dates quoted for delivery of the Goods are approximate only and time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in Writing and shall not be made of the essence by notice from the Customer. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer. The Company shall deliver the Goods to the consignment address specified in the Customer's Order, and unload the Goods at a specific location to be agreed between the Company and the Customer (or if no specific location is agreed, to a reasonably convenient location on the ground floor at the consignment address).
- 6.2 Where delivery is to be made by the Company or its agents it shall be the responsibility of the Customer to provide safe and proper access to the Customer's consignment address for any vehicles used by the Company or its agents. If the

Customer fails to do so, the Company shall be entitled to withhold delivery and/or to charge the Customer for any additional costs and time thereby incurred by the Company.

- 6.3 The Company shall use reasonable efforts to meet delivery dates, but dates for delivery are estimates only and delivery is subject to performance by the Company's own suppliers and haulage contractors. Subject to the other provisions of these Conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 30 days.
- 6.4 If the Customer refuses or fails to take delivery of the Goods within the Customer's normal working hours on the date of delivery, or if the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
 - 6.4.1 risk in the Goods will pass to the Customer (including for loss or damage caused by the Company's negligence);
 - 6.4.2 the Goods will be deemed to have been delivered; and
 - 6.4.3 the Company may store the Goods and the Customer shall in addition to the price of the Goods pay all related costs and expenses (including without limitation the costs for storage and insurance and any additional delivery costs incurred by the Company) and if the Customer fails to take delivery after 14 days following the date of delivery, the Company may rescind the Contract and sell the Goods to a third party.
- 6.5 Where the Goods are handed to a carrier for carriage to the Customer any such carrier shall be deemed to be an agent of the Company and not the Customer for the purposes of Sections 44, 45 and 46 of the Sale of Goods Act 1979.
- 6.6 Section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.
- 6.7 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 6.8 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 6.9 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 7 days

of the date when the Goods would in the ordinary course of events have been received. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the *pro rata* Contract rate against any invoice raised for such Goods.

7. Risk and Property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer:
- 7.1.1 in the case of Goods to be delivered at the Company's premises, at the time when the Company notified the Customer that the Goods are available for collection; or
 - 7.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery; or
 - 7.1.3 if the Customer wrongfully refuses or fails to take delivery of the Goods or in any of the other circumstances described in Condition 6.4, at the time when the Company has tendered delivery of the Goods (or, if appropriate, when the Goods would have been delivered but for the default of the Customer).
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Customer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Customer pursuant to Condition 7.2, the Customer shall keep the Goods properly stored and protected.
- 7.4 Until title to the Goods has passed to the Customer pursuant to Condition 7.2 the Customer shall be entitled to sell the Goods in the ordinary course of its business at the full market value of the Goods, and 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.
- 7.5 The Customer shall insure the Goods (with the name of the Company noted on the policy until title passes pursuant to Condition 7.2 or until the Company retakes possession of them) from the time that risk passes and shall produce the policy to the Company for inspection on request. Until title to the Goods passes to the Customer as aforesaid, the Customer must hold any proceeds of such insurance on trust for the Company and not mix them with any other money, nor pay such proceeds into an overdrawn bank account. If the Customer fails to insure the Goods, the Company may do so and recover the cost from the Customer.
- 7.6 In the event of the occurrence of any of the events in Condition 10.1, the Customer's right to possession of the Goods shall terminate immediately, and the Company shall have the right, without prejudice to any other remedies:-

- 7.6.1 to enter without prior notice any premises where Goods owned by it may be and to repossess and dispose of any Goods owned by it so as to discharge any sums owed to it by the Customer under the Contract or any other contract; and/or
- 7.6.2 to require the Customer not to resell or part with possession of any Goods owned by the Company until the Customer has paid in full sums owed by it to the Company under the Contract or any other contract.
- 7.7 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored to inspect them, or, where the Customer's right to possession has terminated, to repossess and remove the Goods.
- 7.8 The Customer shall not be entitled to assign, lease, pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 7.9 Unless the Company expressly elects otherwise, any contract between it and the Customer for the supply of Goods shall remain in existence notwithstanding any exercise by the Company of its rights under this Condition.

8. Warranties

- 8.1 Subject to the conditions set out below the Company warrants that the Goods will correspond with their specification and will be of satisfactory quality at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of delivery.
- 8.2 The warranty in Condition 8.1 is given by the Company subject to the following conditions:
 - 8.2.1 the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
 - 8.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in Writing), or misuse or alteration or repair of the Goods without the Company's approval;
 - 8.2.3 the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
 - 8.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be

entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

- 8.3 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification under the warranty in Condition 8.1 shall (whether or not delivery is refused by the Customer) be notified to the Company in Writing within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. The Customer shall give the Company a reasonable opportunity after receiving the aforementioned notice to examine such Goods and the Customer (if asked to do so by the Company) shall return such Goods (or the part of the Goods which are defective) to the Company's place of business at the Customer's cost for the examination to take place there. If the Customer does not notify the Company in accordance with this Condition 8.3, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall at its option repair or replace the Goods (or the part in question) which are defective free of charge or, at the Company's sole discretion, refund to the Customer the price of the defective Goods (or a proportionate part of the price), but the Company shall have no further liability to the Customer for breach of the warranty in Condition 8.1.
- 8.5 Where the Goods are to be delivered by instalments any defect in any instalment shall not entitle the Customer to cancel the remainder of the instalments.

9. Limitation of Liability

- 9.1 Subject to Condition, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of these Conditions;
 - (b) any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 9.3 Nothing in these Conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or

- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

9.4 Subject to Condition 9.2 and Condition 9.3:

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- (b) the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10. Insolvency of Customer

10.1 This Condition 10 applies if:

- 10.1.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- 10.1.3 the Customer ceases, or threatens to cease, to carry on business; or
- 10.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

10.2 If this Condition 10 applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary (without prejudice to the Company's rights to repossess the Goods pursuant to Condition 7.6).

11. Intellectual Property Rights

- 11.1 The Customer shall indemnify the Company against all loss, costs, claims, expenses and damages awarded against or incurred by the Company arising out of any alleged infringement of any patent, trade mark, registered design, design right, copyright or other industrial or intellectual property rights of any other person arising out of the manufacture or sale of Goods made to the specification or special requirements (including without limitation the application of any process) of the Customer.
- 11.2 All written information, drawings, diagrams, calculations, brochures and instructive matter furnished by the Company to the Customer in connection with a Contract and the patents, copyright, design rights and other intellectual property rights therein or in the Goods themselves are and shall remain the Company's property, and must be kept confidential by the Customer and must not be copied or shown to any third party (save where necessary in the ordinary course of the Customer's business) without the written consent of the Company and shall be returned by the Customer on demand. The Customer shall indemnify the Company against all damages, costs, losses, penalties, claims and other matters whatsoever arising out of the infringement or alleged infringement of any patent, design right, copyright or other intellectual property right of the Company arising as result of any breach by the Customer of this Condition 11.2.
- 11.3 The Customer shall ensure that its employees, servants and agents and all those under the Customer's control and supervision shall comply with the Customer's obligations contained in Condition 11.2.
- 11.4 The supply of Goods by the Company shall not confer any right upon the Customer to use any of the Company's trade marks (except in the re-sale of the Goods in the packaging supplied by the Company) or any other intellectual property rights of the Company.

12. Force Majeure

- 12.1 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
- 12.1.1 Act of God, explosion, flood, tempest, fire or accident;
- 12.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 12.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 12.1.4 import or export regulations or embargoes;
- 12.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

12.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

12.1.7 power failure or breakdown in machinery.

13. Communications

13.1 All communications between the parties about the Contract must be in Writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:

13.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or

13.1.2 (in the case of the communications to the Customer) to the registered office of the Customer (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

13.2 Communications shall be deemed to have been received:

13.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

13.2.2 if delivery by hand, on the day of delivery;

13.2.3 if sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day (provided that the party serving the notice is able to produce upon request a facsimile receipt indicating that the facsimile was successfully transmitted).

14. Assignment & Sub-contracting

14.1 The Customer shall not be entitled to assign or sub-contract the whole or any part of the Contract without the prior written consent of the Company.

14.2 The Company may assign or sub-contract the whole or any part of the Contract to any person firm or company.

15. Data Protection Act 1998

15.1 If the Customer provides to the Company any Personal Data (as that term is defined in the Data Protection Act 1998) in conjunction with the Contract, the Customer acknowledges and agrees that such Personal Data may be processed by the Company for all purposes relating to the Contract and all associated activities, including the disclosure thereof to third parties such as credit reference agencies, banks, credit insurers and other responsible organisations nominated by the Customer at the time the Customer's credit account is opened, and that such third parties may also process such Personal Data. The Personal Data provided by the Customer may also be used by the Company for such other purposes as may be agreed by the Customer from time to time, which will include use for direct marketing purposes if the Customer has signified its acceptance to such use.

16. General

- 16.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 16.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.3 If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Conditions and the remainder of such provisions shall continue in full force and effect.
- 16.4 The Contract shall be governed by the laws of England and the Company and the Customer agree to submit to the exclusive jurisdiction of the English Courts.