

## D. W. Plastics Limited - Terms and Conditions of Sale

### 1. Definitions and Interpretation

- 1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (the "**Conditions**").  
"**Buyer**": the person, firm or company who purchases the Goods from the Company.  
"**Company**": D.W. Plastics Limited of Chandler Road, Terminus Road Industrial Estate, Chichester, West Sussex PO19 8UE.  
"**Contract**": any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions.  
"**Goods**": any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).  
"**Tooling**": any tooling and dies produced by the Company for the manufacture of the Goods for the Buyer.
- 1.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Unless the context requires otherwise, words in the singular include the plural and in the plural include the singular.
- 1.4 Unless the context requires otherwise, a reference to one gender includes a reference to the other genders.
- 1.5 Condition headings do not affect the interpretation of these Conditions.

### 2. Application of Conditions

- 2.1 Subject to any variation under Condition 2.3, the Contract shall be on these Conditions (as updated from time to time) to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 The Company reserves the right to update these Conditions at any time and the Buyer should ensure that it checks the Company's website ([www.dwplastics.co.uk](http://www.dwplastics.co.uk)) for any updates.

### 3. Contract

- 3.1 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions.
- 3.2 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.
- 3.3 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 3.4 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches a written acknowledgement of order to the Buyer. Subject always to Condition 8.2, any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
- 3.5 The Company shall be deemed to have performed all of its obligations arising under the Contract when it delivers or makes available for collection all Goods to be supplied under the Contract.

### 4. Description

- 4.1 The description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
- 4.2 All drawings, descriptive matter, specifications and 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 an approximate idea of the Goods described in them. They shall not form part of the Contract.

### 5. Delivery/Collection

- 5.1 Unless otherwise agreed in writing by the Company, delivery of the Goods is effected upon either the Company notifying the Buyer that the Goods are available for collection or upon the Company delivering the Goods to the Buyer, as agreed by the parties.
- 5.2 Where the Company agrees to make the Goods available for collection by the Buyer, the Buyer shall take delivery of the Goods within 14 days of the Company giving it notice that the Goods are ready for collection.
- 5.3 Where the Company agrees to deliver the Goods, the Company shall deliver the Goods to such address as is agreed with the Buyer in the Contract.
- 5.4 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 5.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are delivered or ready for collection, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 5.5.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- 5.5.2 the Goods shall be deemed to have been delivered; and
- 5.5.3 the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

- 5.6 The Buyer shall provide at the stipulated address for delivery, at its own expense, adequate and appropriate equipment and manual labour for effecting delivery of the Goods.
- 5.7 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- ### 6. Non-delivery
- 6.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 6.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within seven days of the date when the Goods would in the ordinary course of events have been received.
- 6.3 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/Title
- 7.1 The Goods shall be at the risk of the Buyer from the time of delivery.
- 7.2 Where the Company agrees to deliver the Goods to the Buyer pursuant to Condition 5.3, the Goods shall be insured until delivery is effected. In all other respects, the Goods are at the risk of the Buyer and the Company hereby advises the Buyer to effect an adequate policy of insurance for the Goods.
- 7.3 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 7.3.1 the Goods; and
- 7.3.2 all other sums which are or which become due to the Company from the Buyer on any account.
- 7.4 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- 7.4.1 hold the Goods on a fiduciary basis as the Company's bailee;
- 7.4.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- 7.4.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 7.4.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 7.5 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- 7.5.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
- 7.5.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 7.6 The Buyer's right to possession of the Goods shall terminate immediately if:
- 7.6.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his 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 of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer 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 Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer;
- 7.6.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 7.6.3 the Buyer encumbers or in any way charges any of the Goods.
- 7.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 7.8 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 7.9 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

- 7.10 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this Condition 7 shall remain in effect.
- 7.11 Where the Buyer provides any Tooling for the manufacture of Goods, the Company shall be entitled to a lien over such Tooling in respect of any amount due to the Company under any Contract.
- 8. Price**
- 8.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the Company's quoted price at the date of quotation or as otherwise indicated on the Company's acknowledgement of order.
- 8.2 The Company may, at any time before delivery, increase the price of the Goods to reflect any increase in the cost to the Company. The Company shall notify the Buyer of any such increase in writing prior to delivery.
- 8.3 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to customs, importation duties, carriage and insurance (where applicable), all of which amounts the Buyer shall pay in addition at the applicable rates when due.
- 9. Payment**
- 9.1 Subject to Condition 9.6, payment of the price for the Goods is due in pounds sterling on the Company's standard payment terms unless otherwise agreed in writing by the Company. Subject to Condition 9.3, and unless otherwise agreed in writing with the Buyer, the standard payment terms for Tooling require a Buyer to pay 50% of the Tooling price at the time of placing an order for the Goods with the balance payable on Buyer's approval of samples (which is not to be unreasonably withheld or delayed). The Buyer shall be deemed to accept the samples unless, within 14 days of the submission of the samples by the Company, the Buyer informs the Company in writing that the samples do not conform to the specification of the order. Payment terms for the Goods require a Buyer to pay, subject to terms agreed with the Buyer, on confirmation of the order.
- 9.2 Accounts are due for payment, without any right of set off or counterclaim, within 30 days of the date of the Company's invoice, irrespective of whether property in the Goods has passed to the Buyer, unless otherwise agreed in writing by the Company.
- 9.3 Time for payment shall be of the essence.
- 9.4 No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.5 All payments payable to the Company under the Contract shall become due immediately on termination of the Contract.
- 9.6 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 9.7 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of the Bank of England, 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 and the Buyer hereby agrees that this provision does not represent a penalty.
- 10. Exclusion of Warranty**
- 10.1 Any Goods manufactured to the design or specification of the Buyer or its experts or details taken off plans or templates supplied by the Buyer are produced without warranty of any kind except their compliance with the design or specification.
- 10.2 When estimates are provided by the Company on the basis of plans, drawings, templates and specifications supplied by the Buyer then the Buyer shall recheck the specification and quantities quoted and shall be deemed to have accepted the specifications and quantity specified when placing the order unless written notice of any variations are given to the Company.
- 10.3 If the Goods are supplied to the Buyer for a specific purpose, no warranty is given that the Goods will be suitable for the purposes required by the Buyer. It is the responsibility of the Buyer to ensure that the Goods are fit for the intended purpose.
- 10.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall, whether or not delivery is refused by the Buyer, be notified to the Company within seven 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. If delivery is not refused and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods, the Company shall have no liability for such defects and failure and the Buyer shall be bound to pay for the Goods as if the Goods have been delivered in accordance with the Contract.
- 10.5 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 Condition 10.4, the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
- 10.6 If the Company complies with Condition 10.5, it shall have no further liability in respect of such Goods.
- 10.7 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term or at any duty at common law or under the express terms of the Contract for any loss of profit or indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever and whether caused by the negligence of the Company, its employees or agents or otherwise which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in these Conditions.
- 10.8 The Buyer shall indemnify the Company against all damages, penalties, costs and expenses arising out of the infringement of any patent registered design or trade mark (or any claims for such infringement) arising from the manufacture of Goods to the Buyer's own drawings, designs or instructions.
- 10.9 The Buyer shall keep the Company fully indemnified in respect of any claims which may be made against the Company by any third party (which expression shall include servants and agents for the Buyer) arising out of the supply of any Goods however such claim may arise.
- 11. Trades Descriptions**
- Where any trade descriptions or other indication or representation is applied to any Goods at the Buyer's request, the Buyer warrants that the same will be true and accurate in all respects and that the supply or offer of supply of any such Goods by any person will not give rise to an offence by the Company under the Trades Description Act 1968.
- 12. Synthetic Decking Warranty**
- 12.1 Where the Company supplies its own synthetic decking products (which for the avoidance of doubt excludes any third party designed synthetic decking products) (the "**Products**"), it warrants to the Buyer of any such Products that the Products are free from defects in material and will not crack, peel or decay, or wear out (reasonable wear & tear excepted) under normal, appropriate use and service.
- 12.2 This warranty is limited to a period of five years from the date of purchase of the Products and applies only to defects inherent to the material supplied that were not visible before or during the installation of such material.
- 12.3 This warranty shall not cover:
- 12.3.1 the installation of the Products (which should be carried by the installer);
- 12.3.2 material degradation or damage caused by burns, cuts, tears, punctures, soiling, staining, improper use of material or other abuse;
- 12.3.3 delaminating issues related to improper substrate preparation, or failure of any substrate, adhesive, caulk, silicon or other finishing or maintenance accessories, or failure of any caulked, siliconed or filled joint or seam;
- 12.3.4 exposure to aggressive chemicals, any form of teak oil, wax or other oil-based wood treatments, motor oil or fuel, solvents or acid cleaning chemicals, or extreme heat;
- 12.3.5 material degradation caused by poor or improper maintenance; or
- 12.3.6 variations in shade, colour or grain of the Products.
- 12.4 If the Buyer wishes to make a claim under this warranty, it must give written notice of any claimed material defect to the Company within five years of purchase of the Products and prior to beginning any repair or alteration to the Products. The Company shall investigate and conduct laboratory tests if the Company deems it necessary, at its sole discretion. It may be necessary to verify that a manufacturing defect exists, and to submit samples to the technical laboratory for analysis.
- 12.5 Subject as expressly provided in these Conditions, and except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.6 The Buyer acknowledges that its sole remedy under this warranty shall be the supply of replacement Products of the same or similar grade sufficient to repair or replace the defective material from regular product stock. The Company shall not be liable for labour or any of the costs incurred in the repair or replacement of the Products. The Company expressly excludes any liability for consequential losses or damages associated with or arising from any defective Products. Under no circumstances shall the Company's liability exceed the purchase price of the Products in respect of which damages are claimed. The Company reserves the right to alter or withdraw this warranty at any time without notice to the Buyer. Nothing in this warranty shall exclude or attempt to exclude the Company's liability for death or personal injury caused by the Company's negligence or for any fraud or fraudulent misrepresentation of the Company.
- 12.7 Where samples are submitted these are drawn from bulk and are representative of the whole and no guarantee can be given that every item will be the same in all material respects as the sample.
- 13. Third Party Goods**
- 13.1 If the Company arranges processing of Goods and materials on behalf of the Buyer by a third party, such processing will be carried out under the standard terms and conditions of the third party and entirely and at the Buyer's own risk. No undertakings or warranties either expressed or implied are given in respect of any processed Goods. The Buyer shall be entitled to copies of third party standard terms and conditions as appropriate on written request. The Company's liability in respect of loss or damage to processed Goods shall be limited to the costs and expenses of such processing operation and shall not be determined by the inherent value of the Goods or materials thereby processed.
- 13.2 To the extent that any third party supplying Goods or services to the Company validly excludes, restricts or limits its liability to the Company in respect of such Goods or materials supplied or any loss or damage arising in connection therewith, then the liability of the Company to the Buyer in respect of such Goods and materials shall be correspondingly excluded, restricted or limited. The Buyer shall be entitled to receive details of any such exclusion, restriction or limitation upon request to the Company.
- 14. Destruction and Retention of Tooling**
- 14.1 Where the Company provides any Tooling for the manufacture of Goods, it shall remain the property of the Company unless agreed otherwise in writing by the Company.
- 14.2 Where the Buyer provides any Tooling for the manufacture of Goods, the Company accepts no liability for its loss or destruction and no

- insurance policy shall be taken out by the Company to cover such loss or damage.
- 14.3 The Company shall be entitled to destroy any Tooling which remains unused by the Buyer for a period of one year or more. The Company shall, where possible, give the Buyer written notification of the intention to destroy any Tooling one month in advance of such destruction.
- 15. Limitation of Liability**
- 15.1 Subject to Conditions 4, 6, 10 and 11, 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 Buyer in respect of:
- 15.1.1 any breach of these Conditions;
- 15.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- 15.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 15.2 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.
- 15.3 Nothing in these Conditions excludes or limits the liability of the Company:
- 15.3.1 for death or personal injury caused by the Company's negligence;
- 15.3.2 under section 2(3), Consumer Protection Act 1987;
- 15.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- 15.3.4 for fraud or fraudulent misrepresentation.
- 15.4 Subject to Conditions 15.2 and 15.3:
- 15.4.1 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 price of the Goods ordered under the Contract; and
- 15.4.2 the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill 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.
- 16. Assignment**
- 16.1 The Company may assign or sub-contract the Contract or any part of it to any person, firm or company and the Buyer hereby gives consent to such assignment.
- 16.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 17. Force Majeure**
- The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.
- 18. Termination**
- 18.1 If the Buyer becomes subject to any of the events listed in Condition 18.2, or the Company reasonably believes that the Buyer is about to become subject to any of them and notifies the Company accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Company without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.
- 18.2 For the purposes of Condition 18, the relevant events are:
- 18.2.1 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- 18.2.2 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- 18.2.3 (being an individual) the Buyer is the subject of a bankruptcy petition or order; or
- 18.2.4 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- 18.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer; or
- 18.2.6 (being a company) a floating charge holder over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver; or
- 18.2.7 a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Customer; or
- 18.2.8 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
- 18.2.9 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 19. General**
- 19.1 All specifications, drawings, illustrations, performance data, and any other details whatsoever in the sales and/or promotional literature and website or in any other document of the Company are included as a guide only, and whilst such details are printed in good faith they should not be relied upon by the Buyer and shall not bind the Company unless brought to the attention of the Company in writing at least 14 days prior to such reliance. The Company reserves the right to change such details without prior notice at its sole discretion. The Buyer shall accept that any details in the brochures, trade literature of the Company and samples supplied by the Company indicate the type, class and general character only, without warranty or guarantee as to the substance, performance, colour, size, thickness or shape or any other characteristic whatsoever of the Goods and any statutory provision to the contrary is excluded.
- 19.2 Where the Buyer cancels an order for Goods, the Buyer shall pay the full amount of the value of the Tooling, specialist raw materials or Goods already manufactured and/or purchased at the date of cancellation of the order. These amounts represent a reasonable pre-estimate of the damages incurred by the Company in such circumstances.
- 19.3 Subject to Condition 20.4 below, the Buyer agrees;
- 19.3.1 to treat all information provided by the Company under or in connection with this Contract and its formation as private and confidential and to use it only for the purpose for which it was supplied or to fulfil its obligations under this Contract only;
- 19.3.2 to disclose information only to those of its employees who have a legitimate need to use the information for the purposes of this Contract and on condition that it ensures that all such employees comply with obligations equivalent to those imposed by this Condition;
- 19.3.3 to destroy or return all information provided by the Company or held in connection with this Contract when reasonably directed by the Company to do so.
- 19.4 For the avoidance of doubt, Condition 20.3.3 shall not apply to any information that is or becomes publicly available (through no fault of the Buyer) or to any information that the Buyer is required to disclose by law.
- 19.5 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.
- 19.6 If any provision of the Contract 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, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 19.7 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 19.8 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 19.9 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 19.10 These Conditions and the Contract and any dispute or claim arising out of or in connection with them or their subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.
- 20. Communications**
- 20.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
- 20.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
- 20.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
- 20.2 Communications shall be deemed to have been received:
- 20.2.1 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);
- 20.2.2 if delivered by hand, on the day of delivery; or
- 20.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 20.3 Communications addressed to the Company shall be marked for the attention of The Sales Department, D W Plastics Ltd, Chandler Road, Terminus Road Industrial Estate, Chichester, West Sussex PO19 8UE.
- D. W. Plastics Limited - April 2010**