

## SUPPLIER TERMS AND CONDITIONS

**AW LUMB & CO LIMITED (company number 00799448)**

**Head Office Mill Street East, Dewsbury, WF12 9BD**

### 1. Interpretation

#### 1.1 Definitions:

**Collection Date:** has the meaning given in clause 5.3.

**CMR:** a contrat de transport international de marchandises par route waybill.

**Credit Limit:** the maximum amount of credit for the Customer as approved by the Supplier following its credit account application process (including without limitation work in progress). The Customer accepts its compliance with these terms and conditions as a condition of being approved for a Credit Limit.

**Customer:** the customer specified in the Sales Order.

**Customer's Premises:** the address specified on the Sales Order.

**Collection Point:** the Supplier's Premises or such other location as the Supplier specifies on the Sales Order.

**Delivery Date:** the date agreed upon between the Supplier and the Customer for the delivery of the Products to the Delivery Point.

**Delivery Point:** the address specified on the Sales Order or other location agreed upon between the Supplier and the Customer where the Products are to be delivered, which may be the Customer's Premises or another specified location. In default of other agreement, the location will be kerbside.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in

the future in any part of the world in or associated with the Products.

**Invoice:** an invoice raised by the Supplier in accordance with clause 7.1.

**Prices:** the prices for the Products specified on the Sales Order.

**Order:** an order for Products submitted by the Customer to the Supplier and accepted by the Supplier in accordance with clause 3.

**Order Reference:** the reference applied to the Sales Order.

**Products:** the products set out in the Sales Order as amended from time to time in accordance with clause 9.

**Product Condition:** has the meaning given in clause 4.1.

**SAD:** single administrative document (C88).

**Sales Order:** the sales order specifying details of the Products and Prices.

**Specification:** the specification of the Products set out in the Sales Order, if any, or any other specification agreed in writing between the parties from time to time.

### 2. Sale of the Products

2.1 Subject to clause 3.4, during the term and subject to the provisions of this agreement, the Supplier shall sell such quantities of the Products as may be ordered by the Customer from time to time.

2.2 This agreement shall apply to all future arrangements between the parties for the Supplier to supply and the Customer to buy Products unless the parties agree otherwise in writing.

2.3 The Supplier shall not be obliged to accept any order for any Products.

### 3. Order process

3.1 When the Customer wishes to place an order for Products, it shall either send a written order to the Supplier or submit orally an order, provided that an order made orally shall be confirmed by a Sales Order.

3.2 An Order shall be treated as an offer by the Customer to contract with the Supplier, but shall not be binding on the Customer until accepted by the Supplier in accordance with clause 3.4. The Supplier may, at its sole discretion, accept amendments to an Order after acceptance.

3.3 The Supplier shall apply an Order Reference to each Order received from the Customer and inform the Customer

of the Order Reference as soon as reasonably practicable. Each party shall use the Order Reference to identify each Order from the time at which the Order Reference is known to it.

3.4 The Supplier shall, at its discretion, accept the Order using a Sales Order and such shall be treated as acceptance of the Customer's Order.

3.5 Collection or delivery of the Products shall occur in accordance with the Sales Order and the provisions of this agreement.

3.6 Any other order mechanism or method may be stipulated by the Supplier from time to time.

### 4. Specification of the Products

4.1 Subject to clause 4.2, the Supplier confirms that all Products sold by the Supplier to the Customer pursuant to this agreement will conform in all material respects to the Specification (**Product Condition**). All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in this agreement are excluded from this agreement to the fullest extent permitted by law.

4.2 The Customer agrees that:

(a) if it uses any replacement or alternative parts, accessories or products which are not purchased from the Supplier, or otherwise specifically authorised by the Supplier, then the Customer does so entirely at its own risk and the Supplier shall have no liability in respect of the same or the consequences thereof; and

(b) the Customer shall use any and all Products, including third party products, in accordance with associated instructions and specifications.

### 5. Collection and Delivery of the Products

5.1 The Supplier will fulfil its contractual obligations in respect of each collection or delivery provided that it makes available for collection or delivers at least the quantity specified on the Sales Order. The Customer shall provide sufficient labour and/or equipment to facilitate loading or unloading in each case, respectively and, in the case of delivery:

(a) the Customer shall notify the Supplier in advance of any conditions, including without limitation any health and safety or

- hazard issues, which might reasonably affect delivery; and
- (b) it shall be the delivery driver's absolute and final right to decide whether it is safe and appropriate to carry out delivery case-by-case.
- 5.2 The Customer shall pay for the actual quantity collected or received.
- 5.3 Dates related to collection or delivery indicated by the Supplier are approximate only. Time is not of the essence for making the Products available for collection or for delivery. The Supplier and Customer shall mutually agree upon the Collection Date or Delivery Date within 3 business days of the Supplier's communication.
- 5.4 Subject to clause 5.3, collection of the Products shall take place from the Collection Point on the Collection Date (in the event this does not happen, the Customer may be liable for additional costs and charges as a result) and delivery of the Products shall take place at the Delivery Point on the Delivery Date.
- 5.5 The Customer shall, within fourteen days of delivery of the Products, give written notice of rejection to the Supplier on account of: any defect by reason of which the Customer alleges that the Products collected or delivered do not comply with the Product Condition and which was apparent on reasonable inspection; or if there are discrepancies with sales documentation.
- 5.6 If the Customer fails to give notice as specified in these terms and conditions then, except in respect of any defect which is not one which would be apparent on reasonable inspection, the Products shall conclusively be presumed to comply with the Product Condition and, accordingly, the Customer shall be deemed to have accepted the Products in question and the Supplier shall have no liability to the Customer with respect to that collection.
- 5.7 If the Customer alleges that any Products are defective, it shall, if so requested by the Supplier, return the relevant Products (unaltered) to the Supplier for inspection as soon as possible and at its own risk and expense.
- 5.8 If the Customer rejects any Products which do not comply with the Product Condition, the Supplier shall, within fourteen days of the Supplier accepting that the Products do not comply with the Product Condition:
- (a) make available for collection replacement Products which comply with the Product Condition, in which event the Supplier shall be deemed not to be in breach of this agreement or have any liability to the Customer for the rejected Products; or
- (b) notify the Customer that it is unable to supply replacement Products, in which case the Customer shall be entitled to obtain from any other person such quantity of the Products only as the Supplier has been unable to supply and the Supplier shall grant to the Customer a credit equal to the value of the Products which the Supplier agrees do not comply with the Product Condition.
- 5.9 The Supplier's decision as to whether the Products comply with the Specification shall be final.
- 6. Import/export licences**
- 6.1 If relevant, the Customer is responsible for obtaining, at its own cost, such import/export licences and other consents in relation to the Products as are required from time to time and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier prior to the relevant shipment.
- 6.2 The Customer agrees to provide proof of export to the Supplier, in the form of both a CMR and a SAD, or local regional equivalent that complies with UK HMRC's requirements as proof of export and proof of delivery to the Customer, within 14 days of collection pursuant to clause 5. Failure to provide such documentation may lead to the Supplier raising charges for VAT against the Customer.
- 7. Prices and payment**
- 7.1 The Customer shall pay the Supplier for the Products in accordance with the provisions of this clause 7.
- 7.2 The Supplier shall invoice the Customer the Prices. The Supplier shall invoice the Customer for the Prices, which shall include additional charges for delivery if delivery is requested and agreed upon.
- 7.3 The Customer may place multiple Orders up to the value of the Credit Limit (subject at all times to the Supplier's discretion).
- 7.4 The Customer shall pay to the Supplier the total amount of each Invoice in accordance with and to the bank account specified on the Sales Order, notwithstanding that collection may not have taken place and that property in the Products has not passed to the Customer. The Customer shall have no right of offset of any of its payment obligations under this agreement.
- 7.5 All amounts of money referred to in this agreement shall be interpreted as being amounts exclusive of value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to the Supplier, the Customer shall increase the sum it pays to the Supplier by the amount necessary to leave the Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
- 7.6 All amounts due to the Supplier under this agreement shall become due immediately if this agreement is terminated or novated despite any other provision.
- 7.7 The time for payment shall be of the essence and no payment shall be deemed to have been made until the Supplier has received payment in cleared funds.
- 7.8 If the Customer fails to make any payment due to the Supplier under this agreement by the due date for payment, then, without limiting the Supplier's remedies under this agreement, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. The Supplier shall be entitled to suspend or withdraw the Customer's Credit account until such time as the Customer has paid all its outstanding invoices.
- 7.9 In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 7.10 All amounts due under this agreement shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law and pursuant to clause 7.5).

## 8. Title and risk

8.1 Risk in and responsibility for the Products shall pass to the Customer upon collection from the Collection Point or delivery to the Delivery Point, depending on the method agreed upon for the transfer of the Products.

8.2 Subject to clause 8.4, ownership of the Products shall not pass to the Customer until the Supplier has received payment (within the Credit Limit, where relevant) in full of all monies owed by the Customer to the Supplier.

8.3 Until ownership of the Products passes to the Customer, the Customer shall hold the Products on the following terms:

(a) the Products shall be stored separately from other goods held by the Customer and shall be clearly identifiable as the property of the Supplier;

(b) the Products shall not be mixed with other goods or altered in any way;

(c) the Products shall be adequately stored and maintained in a satisfactory condition; and

(d) each Product shall be insured for an amount at least equal to its Price and any proceeds of the insurance policy shall be held on trust for the Supplier in a separate account in the joint names of the Supplier and the Customer. The Customer shall not mix the insurance proceeds with any other money or pay the proceeds into an overdrawn bank account. The Customer shall account to the Supplier for the proceeds accordingly and make good any shortfall in the amount due to the Supplier.

8.4 Subject to clause 8.3, the Customer may resell (but may not deal in any other way with) the Products to a third party and pass good title to that third party on the following terms:

(a) the sale is in the ordinary course of the Customer's business; and

(b) the Customer holds the proceeds of any resale on trust for the Supplier in a separate account in the joint names of the Supplier and the Customer and does not mix them with any other money or pay the proceeds into an overdrawn bank account.

The Customer shall account to the Supplier for the proceeds accordingly and shall make good any shortfall in the amount due to the Supplier.

8.5 The Customer shall lose its rights to possession and resale of the Products if:

(a) the Customer becomes subject to any of the events in clause 12.1(b) to clause 12.1(j); or

(b) this agreement terminates and the Customer does not pay all outstanding amounts under this agreement within 30 days; or

(c) the Customer suffers any legal or equitable execution to be levied on its property.

8.6 The Customer grants to the Supplier an irrevocable licence for the Supplier, its agents and employees to enter any premises where the goods of the Customer are stored to ascertain whether any Products are stored there and to inspect, count and recover them.

8.7 The Customer shall register any necessary charge over money or goods and take such other steps as are necessary to give effect to this clause 8 at the request of the Supplier.

## 9. Changes

9.1 The Supplier may, immediately on giving written notice to the Customer:

(a) amend the Sales Order to exclude from this agreement one or more of the Products as it thinks fit;

(b) elect to alter the Specification of any of the Products, provided that the alteration does not materially adversely affect the performance of the Products; or

(c) amend the Sales Order to include any modified version of the Products, additional goods or replacements for the Products.

9.2 The Supplier may, on giving written notice to the Customer, elect to alter the Specification of any of the Products otherwise than in accordance with clause 9.1(b). Where the Customer has placed an Order and the Supplier has accepted that Order using a Sales Order, and the Specification of any of the Products contained in that Order are varied in accordance with this clause 9.2, the Customer may cancel the part of the Order that relates to the varied Products only.

9.3 The Supplier may, on giving written notice to the Customer, amend the Sales Order to exclude from this agreement one or more of the Products as it thinks fit otherwise than in accordance with clause 9.1(a). Where the Customer has placed an Order and the Supplier has accepted that Order, and any of the Products contained in that Order are excluded

from this agreement, the Order shall automatically be varied to exclude such excluded Products.

## 10. Intellectual property rights

10.1 The Customer acknowledges that:

(a) the Intellectual Property Rights are the Supplier's (or its licensor's) property;

(b) nothing in this agreement shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights. The Supplier asserts its full rights to control the use of its trade marks and the Customer shall assist the Supplier as required in preventing parallel importers from diluting the Supplier's rights; and

(c) any reputation in any trade marks affixed or applied to the Products shall accrue to the sole benefit of the Supplier or any other owner of the trade marks from time to time.

10.2 The Customer shall not repackage the Products and/or remove any copyright notices, confidential or proprietary legends or identification from the Products.

10.3 The Customer shall not use (other than pursuant to this agreement) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Supplier or any associated company of Supplier owns or claims rights in anywhere in the world.

10.4 If at any time it is alleged that the Products infringe the rights of any third party or if, in the Supplier's reasonable opinion, such an allegation is likely to be made, the Supplier may at its option and its own cost:

(a) modify or replace the Products in order to avoid the infringement; or

(b) procure for the Customer the right to continue using the Products; or

(c) repurchase the Products at the price paid by the Customer, less depreciation at the rate the Supplier applies to its own equipment.

10.5 The Customer shall promptly and fully notify the Supplier of:

(a) any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and

(b) any claim by any third party that comes to the Customer's notice that

the sale or advertisement of the Products infringes the rights of any person.

10.6 The Customer agrees (at the Supplier's request and expense) to do all such things as may be reasonably required to assist the Supplier in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 10.5.

## 11. Confidentiality

11.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## 12. Termination

12.1 Either party may terminate this agreement by giving written notice to the other party if any of the following events occurs:

- (a) the other party commits a material breach of this agreement which (in the case of a breach capable of remedy) has not been remedied within 30 days of the receipt by the other of a notice specifying the breach and requiring its remedy; or
- (b) a winding-up order or bankruptcy order is made against the other party; or

(c) the other party passes a resolution or makes a determination for it to be wound up (without a declaration of solvency/except for the purposes of amalgamation or reconstruction, the terms of which have been previously approved in writing by the other party); or

(d) the other party has appointed to it an administrator or an administrative receiver; or

(e) being a partnership in addition to the above, suffers bankruptcy orders being made against all of its partners.

(f) an incumbrancer takes possession, or a receiver, manager or administrative receiver is appointed, of the whole or any part of the other party's assets;

(g) the other party ceases or suspends payment of any of its debts, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986; or

(h) any arrangement, compromise or composition in satisfaction of its debts is proposed or entered into; or

(i) the other party ceases, or threatens to cease, to carry on business; or

(j) any event analogous to those described in clause 12.1(b) to clause 12.1(h) occurs in relation to the other party in any jurisdiction in which that other party is incorporated, resident or carries on business.

12.2 If the Customer becomes subject to any of the events listed in 12.1(b) to clause 12.1(h), or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may reduce or withdraw the Credit Limit, cancel or suspend all further deliveries under each Order or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Products delivered to the Customer under any Order or contract shall become immediately due.

12.3 Following the termination of this agreement for any reason whatsoever, the Supplier shall be entitled (at its option) to cancel any Orders which have not yet been delivered.

12.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to

the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12.5 Without limiting its other remedies or rights, the Supplier may reduce or withdraw the Credit Limit and terminate all Orders and contracts in force with immediate effect if the Customer fails to pay any sums due under any Order or contract or breaches the conditions applied to the Credit Limit.

## 13. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

## 14. Entire agreement

14.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 15. Waiver of rights based on misrepresentation

15.1 Each party unconditionally waives any rights it may have to claim damages against the other on the basis of any oral or written statement made by the other or by its legal advisers (whether made carelessly or not) that is not set out or referred to in this agreement (or for breach of any warranty given by the other not so set out or referred to), unless such statement or warranty was made or given fraudulently.

- 15.2 Each party unconditionally waives any rights it may have to seek to rescind this agreement on the basis of any statement made by the other (whether made carelessly or not), unless such statement was made fraudulently.
- 16. Limitation of liability**
- 16.1 The Supplier's total liability in contract, tort (including negligence), misrepresentation or otherwise in relation to this agreement shall be limited to the amount paid by the Customer for the Products.
- 16.2 The Supplier shall not be liable to the Customer for:
- (a) any indirect, special or consequential loss or damage; or
  - (b) loss of data or other equipment or property; or
  - (c) economic loss or damage; or
  - (d) incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages); or
  - (e) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill,
- even if the Supplier is advised in advance of the possibility of any such losses or damages.
- 16.3 The Supplier shall not be liable for any losses arising from the Customer's subsequent use or misuse of the Products including (without limitation):
- (a) fair wear and tear;
  - (b) wilful damage;
  - (c) the Customer's negligence, or that of its agents or employees, or any failure to follow the Supplier's instructions as to use of the Products;
  - (d) abnormal working conditions beyond those referred to in the Specification; and
  - (e) any alteration or repair of the Products by any manufacturing process or otherwise, save for any latent defect which means that the Product did not comply with the Specification.
- 16.4 The Supplier is not liable for a defect in the Products unless it is notified to the Supplier within fourteen days of the date of collection.
- 16.5 The Supplier is not liable for:
- (a) non-collection or non-delivery, unless the Customer notifies the Supplier of
- the claim within fourteen days of the date of the Supplier's invoice; or
- (b) shortages in the quantity of Products collected unless the Customer notifies the Supplier of a claim within fourteen days of receipt of the Products; or
  - (c) damage to or loss of all or part of the Products in transit, in respect of which the Customer shall ensure suitable and appropriate insurance is in place.
- 16.6 The Customer acknowledges and agrees that the Prices reflect the limitations of liability contained in this agreement.
- 17. Assignment**
- The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 18. Cumulative remedies**
- The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 19. No partnership or agency**
- 19.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 20. Costs**
- Except as expressly provided in this agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement and any documents referred to in it.
- 21. Severance**
- 21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 21.2 If any provision or part-provision of this agreement is deemed deleted
- under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 22. Counterparts**
- 22.1 This agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 22.2 Each counterpart, when executed, shall be an original, but all counterparts shall together constitute one and the same instrument.
- 23. Announcements**
- No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 24. Amendment and waiver**
- 24.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 24.2 No failure or delay by a party to exercise any right or remedy provided under this agreement 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.
- 25. Third party rights**
- 25.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 25.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

## 26. Notices

26.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or
- (b) sent by email to the most recent email address specified in the Sales Order or via which the Sales Order is sent/received.

26.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (c) if sent by e-mail, at 9.00 am on the next Business Day after transmission.

26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 27. Survival of obligations

Any of the provisions of this agreement that are expressed to take effect in whole or in part on or after termination, or are capable of having effect after termination, shall remain in full force and effect despite termination.

## 28. Governing law and jurisdiction

28.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

28.2 Each party irrevocably agrees 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 this agreement or its subject matter or formation.

28.3 Each party irrevocably consents to any process in any legal action or proceedings under clause 28.1 above being served on it in accordance with the provisions of this agreement relating to service of notices. Nothing contained in this agreement shall

affect the right to serve process in any other manner permitted by law.

28.4 Nothing in this clause 28 shall limit the right of the Supplier to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the Supplier from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## 29. Language

This agreement is drafted in the English language. If this agreement is translated into any other language, the English language version shall prevail. Any notice given under or in connection with this agreement shall be in the English language. All other documents provided under or in connection with this agreement shall be in the English language, or accompanied by a certified English translation.

## 30. SUPPLEMENTAL TERMS FOR CONSUMER TRANSACTIONS

30.1 These Terms and Conditions also apply to transactions involving consumers, and nothing in these Terms and Conditions shall affect the statutory rights of a consumer under the Consumer Rights Act 2015, the Consumer Contracts Regulations 2013, or any other applicable consumer protection legislation in the United Kingdom.

30.2 Where the Customer is a consumer as defined under UK consumer protection laws, the following terms shall apply and take precedence over the foregoing terms and conditions:

(a) **Right to Cancel:** Consumers have the right to cancel their Order for any reason within 14 days from the day on which they acquire physical possession of Products. To exercise the right to cancel, consumers must inform us of their decision to cancel this contract by a clear statement using these contact details: [Dewsbury@awlumb.co.uk](mailto:Dewsbury@awlumb.co.uk) and/or [Tamworth@awlumb.co.uk](mailto:Tamworth@awlumb.co.uk)

(b) **Returns and Refunds:** If a consumer cancels an order within the 14-day cooling-off period, we will reimburse all payments received from them, including the costs of delivery (except for the supplementary costs arising if the consumer chose a type of delivery other than the least expensive

type of standard delivery offered by us). We will make the reimbursement without undue delay, and not later than 14 days after the day we receive back any goods supplied, or (if earlier) 14 days after the day you provide evidence that you have returned the goods.

(c) **Quality, Fitness for Purpose, and Description:** The goods will be as described, fit for purpose, and of satisfactory quality. In the event of any breach of these statutory warranties, consumers are entitled to specific rights under the Consumer Rights Act 2015, including a short term right to reject, the right to repair or replacement, and the right to a price reduction or a final right to reject.

(d) **Delivery of Products:** The Products will be delivered, where relevant, without undue delay and in any event not more than 30 days after the day on which the contract is entered into, unless otherwise agreed by the consumer.

(e) **Data Protection and Privacy:** We will comply with applicable UK Data Protection legislation in processing any personal data provided by consumers in connection with their purchase.

(f) **Complaints and Dispute Resolution:** If a consumer has any complaints or issues relating to their purchase, they should contact us using the contact details provided in these Terms and Conditions. We aim to resolve any complaints within a reasonable time frame. Consumers also have the right to use alternative dispute resolution mechanisms if their complaint cannot be resolved through direct communication with us.