

Call Out Information Form



This form has live form fields that can be filled out onscreen with Adobe Acrobat Reader.

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A

On Screen

1. Open PDF
2. Complete form fields onscreen
3. Save a copy to your local drive
4. Attach PDF to email, send to AJC

B

Print / Scan / Send

1. Open PDF
2. Print form, fill out with pen
3. Scan - photograph - fax
4. Attach scan to email, send to AJC

Customer

Company: _____

Contact Name: _____

Contact Number: _____

Address: _____

Site / Unit Location

Company: _____

Contact Name: _____

Contact Number: _____

Address: _____

Cabin Serial Number:

Cabin Model:

Customer Unit Fleet Number: (if applicable)

Date:

Job cannot be authorised or completed without a Purchase Order number.

P/O Number: _____

Job Type

Service Visit

Call Out

Warranty Procedure

Please select 1 of the following:

GO AHEAD: I accept any costs for parts, labour and travel, for non-warranty work/items.

REVIEW & AGREE: Any non-warranty work/items to be priced by on-site engineer. Permission must be granted before works undertaken.

REVIEW & LEAVE: Non-warranty work will NOT be undertaken. I accept costs for labour and travel. Non-warranty work to be priced separately if required.

Describe the problem:

Please send this form to aftersales@ajc-trailers.co.uk

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions apply:

APPLICABLE LAW

means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;

BRIBERY LAWS

means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;

BUSINESS DAY

means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

CONDITIONS

means the Supplier's terms and conditions of sale set out in this document;

CONFIDENTIAL INFORMATION

means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

CONTRACT

means the agreement between the Supplier and the Customer for the sale and purchase of the Goods incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;

CONTROL

means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **Controls, Controlled and under common Control** shall be construed accordingly;

CUSTOMER

means the named party in the Contract which has agreed to purchase the Goods from the Supplier and whose details are set out in the Order;

DOCUMENTATION

means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Goods;

FORCE MAJEURE

means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

GOODS

means the goods and related accessories, spare parts and Documentation and other physical material set out in the Order and to be supplied by the Supplier to the Customer in accordance with the Contract;

INTELLECTUAL PROPERTY RIGHTS

means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights.

IPR CLAIM

has the meaning given in clause 14.1;

MODERN SLAVERY POLICY

means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;

ORDER

means an order for the Goods from the Supplier placed by the Customer in substantially the same form set out in the Supplier's sales order form;

PRICE

has the meaning given in clause 3.1;

SPECIFICATION

means the description or Documentation provided for the Goods and their packaging set out or referred to in the Contract;

SUPPLIER

means A.J.C. Trailers Limited whose registered office address is: 59 Union Street, Dunstable, Bedfordshire, LU6 1EX;

VAT

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods; and has the meaning given in clause 9.1.

WARRANTY PERIOD has the meaning given in clause 9.1.

2 APPLICATION OF THESE CONDITIONS

- 2.1** These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2** No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3** No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.
- 2.4** Each Order by the Customer to the Supplier shall be an offer to purchase the Goods subject to the Contract including these Conditions.
- 2.5** If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
- 2.6** The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier for [10] Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 2.7** The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until:
- 2.7.1** the Supplier has issued a written Order acknowledgement; and
- 2.7.2** the Order acknowledgement has been signed and returned by the Customer.
- 2.8** Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9** The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply the Goods and are incapable of being accepted by the Customer.
- 2.10** Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.
- ## 3 PRICE
- 3.1** The price for the Goods shall be as set out in the Order or, where no such provision is set out, shall be as advised by the Supplier from time to time before the date the Order is placed (the Price).
- 3.2** The Prices are exclusive of:
- 3.2.1** [packaging, delivery, insurance, shipping carriage, and all other related charges or taxes] which shall be charged in addition at the Supplier's standard rates, and
- 3.2.2** VAT (or equivalent sales tax).
- 3.3** The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- ## 4 PAYMENT
- 4.1** The Supplier shall invoice the Customer for the Goods, partially or in full, at any time following acceptance of the Order.
- 4.2** The Customer shall pay all invoices in full without deduction or set-off, in cleared funds at the time and in the manner stated in the Order acknowledgement and/or the invoice.
- 4.3** If not stated in the Order Acknowledgement and/or invoice, the Customer shall pay the price in sterling or specified currency in cash or cleared funds on completion of build and prior to the despatch or collection of the goods.
- 4.4** Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
- 4.4.1** the Supplier may, without limiting its other rights, charge interest on such sums at [8]% a year above the base rate of [Bank of England] from time to time in force, and
- 4.4.2** interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- ## 5 DELIVERY
- 5.1** The Goods shall be deemed delivered to the Customer upon either:
- 5.1.1** collection of the Goods by the Customer or its carrier from the Supplier's premises; or
- 5.1.2** delivery of the Goods to the location set out in the Order or such other location that the Customer has notified the Supplier of prior to dispatch of the Goods.

5.2 The Supplier may deliver the Goods in instalments [if specified in the Order]. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5.3 Time of delivery is not of the essence. The Supplier shall use its reasonable endeavours to meet delivery dates but such dates are indicative only.

5.4 The Supplier shall not be liable for any delay in or failure of delivery caused by:

5.4.1 the Customer's failure to make the delivery location available;

5.4.2 the Customer's failure to prepare the delivery location as required for delivery of the Goods;

5.4.3 the Customer's failure to provide the Supplier with adequate instructions for delivery and installation or otherwise relating to the Goods;

5.4.4 the Customer's or its carrier's failure to collect the Goods from the Supplier's premises where the Customer has agreed to collect the Goods;

5.4.5 Force Majeure.

5.5 If the Customer fails to accept delivery of the Goods or to collect the Goods within 30 of days of being notified by the Supplier that they are available for collection, the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all storage and insurance charges at the Supplier's then-applicable rates.

5.6 If 30 Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods without any obligation or liability to the Customer, except as provided for in clauses 5.6.1 and 5.6.2. The Supplier shall:

5.6.1 deduct all storage charges at the Supplier's then-applicable rates and reasonable costs of resale; and

5.6.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

6 RISK

7 Risk of damage to or loss of any goods shall pass to the Customer at the time of:

7.1 delivery by the Company to the Customer; or

7.2 if earlier, to a third-party carrier or when placed in storage (in accordance with clause 5.5); or

7.3 if the Customer wrongfully fails to take delivery of any Goods, at the times when the Company has attempted delivery of such Goods.

8 TITLE

8.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for:

8.1.1 the Goods; and

8.1.2 any other sums due and owing to the Supplier by the Customer in relation to the Goods.

8.2 Until title to the Goods has passed to the Customer, the Customer shall:

8.2.1 hold the Goods as bailee for the Supplier;

8.2.2 store the Goods separately from all other material in the Customer's possession;

8.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

8.2.4 insure the Goods from the date of delivery with a reputable insurer against all risks for an amount at least equal to their Price noting the Supplier's interest on the policy;

8.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;

8.2.6 not remove or alter any mark on or packaging of the Goods;

8.2.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 16.1.1 to 16.1.4 or 16.2.1 to 16.2.13; and

8.2.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.

8.3 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 16.1.1 to 16.1.4 or 16.2.1 to 16.2.13, the Supplier may:

8.3.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and

8.3.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

9 WARRANTY

9.1 The Supplier warrants that the Goods shall, for a period of 12 months from delivery (the Warranty Period):

9.1.1 conform in all material respects to the Order and the Specification;

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

9.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

9.2 The Customer warrants that it has provided the Supplier in writing with all relevant, full and accurate information as to the Customer's business and needs.

9.3 As the Customer's sole and exclusive remedy, the Supplier shall, at its option, repair, replace, or refund the Price of any of the Goods that do not comply with clause 9.1, provided that the Customer:

9.3.1 has paid any and all sums due to the Supplier in full in relation to supply of the Goods;

9.3.2 serves a written notice on Supplier:

(a) during the Warranty Period in the case of defects discoverable by a physical inspection; or

(b) in the case of latent defects, within [one] month from the date on which the Customer became aware (or should reasonably have become aware) of the defect;

9.3.3 provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;

9.3.4 returns the defective Goods to the Supplier at the Customer's expense; and

9.3.5 gives the Supplier a reasonable opportunity to examine the defective Goods.

9.4 The provisions of these Conditions, including the warranties set out in clause 9.1, shall apply to any of the Goods that are repaired or replaced with effect from the date of delivery of the repaired or replaced Goods.

9.5 The Supplier shall not be liable for any failure of the Goods to comply with clause 9.1:

9.5.1 where such failure arises by reason of wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of the Goods;

9.5.2 to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance;

9.5.3 to the extent caused by the Supplier following any specification, instruction or requirement of or given by the Customer in relation to the Goods;

9.5.4 where the Customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions; or

9.5.5 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with clause 9.1.

9.6 Except as set out in this clause 9:

9.6.1 the Supplier gives no warranties and makes no representations in relation to the Goods; and

9.6.2 shall have no liability for their failure to comply with the warranty in clause 9.1 and all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

10 ANTI-BRIBERY

10.1 For the purposes of this clause 10 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

10.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

10.2.1 all of its personnel;

10.2.2 all others associated with it; and

10.2.3 all of its subcontractors; involved in performing the Contract so comply.

- 10.3** Without limitation to clause 10.2, neither party shall make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- 10.4** The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach by the Customer of any of the requirements in this clause 10.
- 10.5** Any breach of this clause 10 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle the Supplier to immediately terminate the Contract by notice under clause 16.1.1.
- 11 ANTI-SLAVERY**
- 11.1** The Supplier shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.
- 11.2** The Customer undertakes, warrants and represents that:
- 11.2.1** it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
- 11.2.2** it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to the Supplier on request at any time throughout the Contract.
- 11.3** The Customer shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under clause 11.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
- 11.4** Any breach of clause 11.2 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.
- 12 Indemnity and insurance**
- 12.1** The Customer shall indemnify the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses which the Supplier may suffer or incur directly or indirectly from the Customer's breach of any of its obligations under the Contract.
- 12.2** The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply (so far as is reasonable) evidence of the maintenance of the insurance and all of its terms from time to time applicable.
- 13 Limitation of liability**
- 13.1** The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.
- 13.2** Subject to clauses 13.5 and 13.6, the Supplier shall not be liable for consequential, indirect or special losses.
- 13.3** Subject to clauses 13.5 and 13.6, the Supplier shall not be liable for any of the following (whether direct or indirect):
- 13.3.1** loss of profit;
- 13.3.2** loss of revenue;
- 13.3.3** loss or corruption of data;
- 13.3.4** loss or corruption of software or systems;
- 13.3.5** loss or damage to equipment;
- 13.3.6** loss of use;
- 13.3.7** loss of production;
- 13.3.8** loss of contract;
- 13.3.9** loss of commercial opportunity;
- 13.3.10** loss of savings, discount or rebate (whether actual or anticipated);
- 13.3.11** harm to reputation or loss of goodwill; and/or
- 13.3.12** wasted expenditure.
- 13.4** The limitations of liability set out in clauses 13.2 to 13.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 13.5** Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 13.5.1** death or personal injury caused by negligence;
- 13.5.2** fraud or fraudulent misrepresentation;
- 13.5.3** any other losses which cannot be excluded or limited by Applicable Law;
- 13.5.4** any losses caused by wilful misconduct.
- 14 INTELLECTUAL PROPERTY RIGHTS**
- 14.1** The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use or possession of the Goods infringes the Intellectual Property Rights of any third party (IPR Claim), provided that the Supplier shall have no such liability if the Customer:
- 14.1.1** does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
- 14.1.2** makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;
- 14.1.3** does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
- 14.1.4** does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
- 14.1.5** does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer;
- 14.1.6** uses the Goods in combination with any other goods or services, which without such combination, no IPR Claim could or would have been made.
- 14.2** If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:
- 14.2.1** procure for the Customer the right to continue using and possessing the relevant Goods; or
- 14.2.2** modify or replace the infringing part of the Goods so as to avoid the infringement or alleged infringement, provided the Goods remain in material conformance to their Specification.
- 14.3** The Supplier's obligations under clause 14.1 shall not apply to Goods modified or used by the Customer other than in accordance with the Contract or the Supplier's instructions. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.
- 15 FORCE MAJEURE**
- Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than [60] days, the party not affected may terminate the Contract by written notice to the other party.
- 16 TERMINATION**
- 16.1** The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:
- 16.1.1** the Customer commits a material breach of the Contract and such breach is not remediable;
- 16.1.2** the Customer commits a material breach of the Contract which is not remedied within [14] Business Days of receiving written notice of such breach;
- 16.1.3** the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid [30] days after the date that the Supplier has given notification to the Customer that the payment is overdue; or
- 16.1.4** any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 16.2** The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 16.2.1** stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- 16.2.2** is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;

- 16.2.3** becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 16.2.4** becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 16.2.5** becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- 16.2.6** becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 16.2.7** has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 16.2.8** has a resolution passed for its winding up;
- 16.2.9** has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 16.2.10** is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [seven] days of that procedure being commenced;
- 16.2.11** has a freezing order made against it;
- 16.2.12** is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
- 16.2.13** takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 16.2.1 to 16.2.9 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 16.3** The Supplier may terminate the Contract any time by giving not less than [four weeks] notice in writing to the Customer if the Customer undergoes a change of Control.
- 16.4** If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 16, it shall immediately notify the Supplier in writing.
- 16.5** Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.
- 17 CUMULATIVE REMEDIES**
- The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.
- 18 TIME**
- Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.
- 19 ENTIRE AGREEMENT**
- 19.1** The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 19.2** Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contractor any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 19.3** Nothing in these Conditions purports to limit or exclude any liability for fraud.
- 20 ASSIGNMENT**
- 20.1** The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.
- 21 SET-OFF**
- 21.1** The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.
- 21.2** The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22 SEVERANCE

- 22.1** If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

23 WAIVER

- 23.1** No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

- 23.2** No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

24 COMPLIANCE WITH LAW

The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

25 CONFLICTS WITHIN CONTRACT

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

26 THIRD PARTY RIGHTS

- 26.1** A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

27 GOVERNING LAW

The Contract and any dispute or claim arising out of, or in connection with, it, 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 JURISDICTION

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