

**WEBSITE TERMS AND CONDITIONS – WHERE THE
“DISTANCE SELLING” REGULATIONS APPLY**

**THE FOLLOWING COMPRISES THE TERMS AND CONDITIONS OF ROBERTS ROLLING QUILT WALL LLP IN RELATION TO
USE OF ITS WEBSITE, AS WELL AS OUR STANDARD TERMS AND CONDITIONS OF BUSINESS - BUT ONLY FOR SALES
MADE TO NON-BUSINESS CUSTOMERS RESIDING IN THE EUROPEAN UNION (“EU”) TO WHOM THE “DISTANCE SELLING”
REGULATIONS APPLY**

PREAMBLE

- A. This legal notice states the terms and conditions of business (“Terms and Conditions”) of Roberts Rolling Quilt Wall LLP which apply to sales which are not “face-to-face” sales but which are made to customers residing in the EU who are buying on the basis of being non-business individuals when such sales must be regulated by the so-called “Distance Selling” Regulations (defined below in clause 1.3).
- B. These Terms and Conditions apply also to the use of our Website (www.robertsrollingquiltwall.com) as well as to orders made via the Website, in cases where the Distance Selling Regulations apply. (A Website link is at the bottom of these Terms and Conditions.)
- C. N.B.: For the avoidance of doubt, different terms and conditions apply to sales to business customers in the EU (“Business-to-Business” / “B2B” sales) and to any customer outside the EU.
- D. As we rely on these Terms and Conditions, please take time to read them before ordering from us (and print a copy for your reference) because they form part of the Agreement you make with us. This is to avoid misunderstandings as to what we and you are expected to do.
- E. Please also note our Legal Notices and Privacy Policy (a link to these can be found at the end of these Terms and Conditions).
- F. Our Website’s Cookie Policy shows the benefits of letting us use cookies (a link to this policy can be found at the end of these Terms and Conditions). You may opt out of allowing us cookie use. However, please note that by registering with us, or by continuing to use our Website, you are deemed to agree to our cookie use. All data we collect is anonymous.

1 DEFINITIONS

In this document, the following words shall have the following meanings:

- 1.1 “Agreement” means these Terms and Conditions together with the terms of the Sale Agreement (“Sale Agreement”) to which they are attached and of which they form part;
- 1.2 “Customer” means the person or organisation who / which purchases the goods (“Goods”) from the Supplier;
- 1.3 “Distance Selling” means a method of selling Products other than in person and includes, but is not limited to, electronic sales, mail order, telephone or fax.
- 1.4 “Goods” means the item or items of quilt-designing equipment (each of which may be referred to as “Roberts Rolling Quilt Wall”) to be purchased by the Customer from the Supplier;
- 1.5 “Intellectual Property Rights” means all trade marks, copyright, know-how, patents, registered and unregistered designs and all other forms of intellectual property wherever in the world enforceable;
- 1.6 “Sale Agreement” means the written statement describing the Goods to be provided by the Supplier, the quantity of Goods ordered and the price of such Goods; together with these Terms and Conditions, the Sale Agreement will form the Agreement between the parties;
- 1.7 “Supplier” means Roberts Rolling Quilt Wall LLP, a Limited Liability Partnership registered in England and Wales, having registration number OC374307 and having its place of business at Eastwell House, Hook Heath Road, Woking, Surrey, GU22 0DT; Supplier can be contacted at: mary@eastwell-house.co.uk or +44 (0) 7715 311115.
- 1.8 “Terms and Conditions” means these standard terms and conditions of business of Roberts Rolling Quilt Wall LLP.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all Agreements for the supply of Goods by Supplier to Customer in a Distance Selling situation.
- 2.2 When the Customer applies to place an order for the Goods, the Supplier shall provide the Customer with access to the Sale Agreement; the Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Sale Agreement; all Sale Agreements shall be subject to these Terms and Conditions.
- 2.3 The Supplier shall use all reasonable endeavours to supply the Goods within a verbally-estimated time-frame which would normally be within 30 (thirty) days of forming the Agreement, but the parties agree that time shall not be of the essence in the performance of the Agreement.
- 2.4 A contract is formed between Supplier and Customer when Supplier notifies Customer by e-mail and/or electronically that Customer’s order has been accepted; Customer’s order will not be accepted until Supplier receives authorisation of Customer’s credit card payment or such other authorisation and has had an opportunity to check the details of Customer’s order; such acceptance will be deemed to have taken place when the e-mail leaves the mail server of Supplier’s ISP.
- 2.5 Supplier has absolute discretion to return Customer’s payment and decline Customer’s order for any reason it shall deem appropriate.
- 2.6 While Supplier tries to ensure that all prices on the Website are accurate, errors may occur; if an error is discovered in the price of the Goods ordered by Customer, Supplier will contact Customer to let him / her know the correct price and ask Customer whether Customer still wishes Supplier to fulfil the order at the correct price; Supplier shall be under no obligation to fulfil an order for Goods advertised at an incorrect price; Supplier shall give Customer the option of confirming the Order at the correct price, or if Customer so chooses, to cancel the order altogether; in such cases, where Customer cancels the order for which Customer has already paid, Supplier will refund the full amount to Customer.
- 2.7 When the Sale Agreement has been signed by both parties (electronically, where appropriate) it forms a binding contract

between the parties.

- 2.8 The parties agree and accept that what is stated in any marketing materials (including, but not necessarily exclusively, mail shots and what is stated on Supplier's Website) do not constitute an offer, but merely an "invitation to treat"; any offer Customer makes to purchase Goods from Supplier would only be accepted when / if Supplier accepts that offer.
- 2.9 In these Terms and Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

3 PRICE AND PAYMENT

- 3.1 The price of the Goods is that set out in the Sale Agreement; in addition, the Customer must pay shipping charges and / or insurance, where appropriate (and also, in the case of credit card payments, the amount specified in clause 3.6 and 3.7 of these Terms and Conditions to cover Supplier's merchant's charges); all of what is stated above in this clause 3.1 shall represent the total cost ("Total Cost") of the Goods.
- 3.2 Prices quoted for the Goods on our Website or in our marketing materials are exclusive of postage / shipping charges and insurance.
- 3.3 Invoiced amounts shall be due and payable before Goods are supplied or despatched.
- 3.4 In the event that Customer's procedures require that an invoice be submitted against an order, Customer shall be responsible for issuing such invoice before the Goods are supplied.
- 3.5 All payments for Goods are to be made in Pounds Sterling.
- 3.6 Customers in the UK can pay by PayPal, Visa, Mastercard, American Express and Switch; in addition to the Total Cost, Supplier may charge Customer an additional 2.5% to cover the merchant charges of Supplier in relation to credit card payments; by placing an order using such payment methods, Customer confirms that he / she is over 18 years of age and that he / she has the authority to use such payment methods.
- 3.7 Customers outside the UK can pay by PayPal, Visa, Mastercard and American Express; in addition to the Total Cost, Supplier may charge Customer an additional 2.5% to cover the merchant charges of Supplier in relation to credit card payments; by placing an order using such payment methods, Customer confirms that he / she is over 18 years of age and that he / she has the authority to use such payment methods.
- 3.8 Whenever Customer's payment has been confirmed to Supplier by PayPal as being authorised, or whenever Supplier obtains authorization from Customer's credit, debit or charge card provider (as the case may be) Customer will receive a letter or, where available, an email (sent to Customer's stated physical address or email address, as relevant) which will confirm this authorisation; the same letter / email will also confirm which Goods have been purchased by Customer and will confirm the amount paid by Customer; thereafter, the Supplier will use its best endeavours to send the Goods to the Customer within the aforementioned verbally-estimated time-frame, but in any event within the terms of clause 6 of these Terms and Conditions.
- 3.9 If Customer's payment is not confirmed to supplier by PayPal as being authorised, or if supplier does not obtain authorisation from Customer's credit, debit or charge card provider, then Supplier will send Customer an email confirming this and confirming that the Agreement between Supplier and Customer has consequently been rescinded.
- 3.10 Supplier does not accept cash-on-delivery payment.
- 3.11 Customer is to be responsible for the payment of all applicable import duties / taxes levied by the customs or other authorities in Customer's country, in relation to the Goods.
- 3.12 By ordering from Supplier, Customer agrees that Supplier is authorised to charge Customer's credit, debit or charge card with the Total Cost of the Goods, for the avoidance of doubt, Total Cost includes the amount shown in the signed Sale Agreement (or, in the case of sales involving Pay Pal, or credit or debit or charge cards, in Supplier's written confirmation of Customer's order) as well as any other sums provided for under these Terms and Conditions.
- 3.13 For the avoidance, Roberts Rolling Quilt Wall LLP is not currently registered for VAT, so no VAT will be charged on our Goods and services; notwithstanding the foregoing, in the event that we become registered for VAT, the VAT will be charged at the rate current at the time of orders.

4 REGISTERED USER

- 4.1 Customer must register as a registered user ('Registered User') of Supplier's products in order to complete any order Customer makes through the Website.
- 4.2 Upon completing the relevant (free of charge) registration process, Customer will be registered as a registered user ("Registered User") and be issued with a username and password, the details of which will be emailed to Customer.
- 4.3 Customer is solely responsible for the security of his / her username and password and must not disclose either to any third party; Supplier shall not be responsible for checking the identity of the Registered User upon an order being placed, but Supplier has absolute discretion to make any enquiries it feels appropriate to satisfy itself of the validity of an order, or the identity of the Registered User.
- 4.4 Customer must inform Supplier immediately if his / her username and password have been compromised, in which case Supplier will reset Customer's username and password; in this regard, please contact Supplier at mary@eastwell-house.co.uk or +44 (0) 7715 311115.

5 SPECIFICATION OF THE GOODS

- 5.1 All goods shall be required only to conform to the specification in the Sale Agreement.
- 5.2 For the avoidance of doubt, no description, specification or illustration contained in any product, pamphlet, or other sales or marketing literature, or Website of the Supplier and no representation written or oral, correspondence or statement

shall form any part of the Agreement.

6 CANCELLATION – PRIOR TO DESPATCH OF THE GOODS

In the event that, prior to despatch of the Goods by Supplier Customer wishes to cancel the duly executed Agreement, then the following cancellation charges will apply:-

- (a) Less than 1 week before projected delivery date: 100% of the price in the Sale Agreement.
- (b) Less than 1 month before projected delivery date: 75% of the price in the Sale Agreement.

7 DELIVERY AND RISK

- 7.1 Delivery of the Goods shall be effected by Supplier's delivering the Goods to Customer at the physical address provided to Supplier by Customer, or to an alternative physical address agreed between the parties in writing.
- 7.2 Customer must be available to accept personal delivery and sign acknowledgment of delivery.
- 7.3 Supplier advises that if the package appears damaged when it is delivered to Customer, then he / she should not accept delivery.
- 7.4 Supplier recommends that, upon receipt of the Goods, Customer should inspect them without delay.
- 7.5 In the unlikely event that Supplier has delivered the wrong Goods to Customer, or the Goods are defective or damaged, Customer must inform Supplier as soon as reasonably possible and in any event within 7 (seven) days.
- 7.6 Any claim by Customer that any Goods ordered fail to correspond with the description on the Supplier's Website or that they are defective or not of satisfactory quality, must be notified to Supplier by email at mary@eastwell-house.co.uk or by letter to the trading address immediately upon such alleged defect becoming apparent, but in any event no later than 7 days after the date of delivery; if delivery is not refused or Customer does not notify Supplier accordingly, Supplier shall have no liability for such failure or defect unless such defects are latent defects.
- 7.7 If, for reasons beyond Supplier's reasonable control, Supplier is unable to provide Customer with the Goods Customer has ordered, Customer will be contacted as soon as possible; at that point, Customer will be offered the choice of accepting substitute Goods (if available) or a complete refund of any sums Customer has paid.
- 7.8 All risk in the Goods shall pass to the Customer upon delivery.
- 7.9 Customer agrees and accepts that when Goods are shipped internationally such cross-border shipments are subject to opening and inspection by customs authorities and Supplier will not be responsible for any loss or damage suffered as a result of any such inspection or confiscation.

8 WARRANTY AND REPLACEMENT

- 8.1 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Goods to be provided by the Supplier.
- 8.2 Supplier warrants that the Goods supplied under the Agreement shall be of a quality conforming to generally accepted industry standards.
- 8.3 Supplier warrants that as from the date of delivery for a period of 90 (ninety) days the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials; any additional warranties that may be described in the Sale Agreement are manufacturers' warranty only.
- 8.4 All Goods supplier are checked before being sent; however, if the Goods delivered to Customer are defective upon receipt, then Customer may return the Goods to Supplier and request a replacement for the Goods; Supplier will re-examine the Goods upon their return to Supplier's address, to ensure that the goods were not damaged after they left the Supplier's premises (for example, but not necessarily exclusively, to establish whether an insurance claim would be viable).
- 8.5 The following relates to replacement of Goods:
 - 8.5.1 On delivery of the Goods to Customer, he / she must activate and validate the warranty by returning to Supplier the warranty slip enclosed with the Goods;
 - 8.5.2 If during the warranty period (commencing with the date Supplier sends the Goods) the Goods become defective due to a fault covered by the warranty, then Customer may return the Goods to Supplier and request a replacement;
 - 8.5.3 If Customer wishes to obtain a replacement but the Goods which Customer wishes to have replaced are no longer available, Supplier will use its best endeavours to supply similar Goods of similar value.
- 8.6 Supplier undertakes to deal with the matter of defective goods in accordance with Customer's legal rights.

9 SUPPLIER'S RETURNS POLICY

- 9.1 Supplier's returns policy only applies to Goods that are unused and undamaged; all Goods sent by Supplier are checked before being sent.
- 9.2 Supplier will re-examine the Goods upon their return to Supplier's address, to ensure that the Goods were not damaged after they left the Supplier's premises (for example, but not necessarily exclusively, to establish whether an insurance claim would be viable).
- 9.3 Before returning the Goods to Supplier for whatever reason (whether for a refund or a replacement) Customer must first obtain a return code from Supplier; a return code can be obtained by contacting Supplier at mary@eastwell-house.co.uk ; the return code must be marked clearly on the outside of the packaging in which Customer returns the Goods to Supplier.
- 9.4 When returning Goods to Supplier, the Goods must be sent to Supplier by recorded delivery, insured post or guaranteed courier delivery, in their original packaging, together with all guarantees and documentation provided by Supplier to Customer and Customer agrees to be responsible for the cost of returning the Goods to Supplier.
- 9.5 It is Customer's responsibility to ensure that Goods are received by Supplier safely and in the same condition as received

by Customer.

- 9.6 Supplier recommends that Customer insures against loss, damage, or theft, but in any event Supplier will not be responsible for uninsured Goods which are lost, damaged or stolen when being returned.
- 9.7 The Goods must be returned to Supplier within 14 (fourteen) working days of receipt by Customer.
- 9.8 Where Customer made the purchase of the Goods using a credit or debit card, refunds (where applicable) will be credited to the same card used by the Customer for the original purchase after receipt of the returned Goods and after satisfactory inspection by us; Customer must allow 30 (thirty) days for the refund.
- 9.9 Supplier's returns policy is in addition to any other rights Customer, if residing in the UK, may have under UK law.

10 CANCELLATION - UNDER THE DISTANCE SELLING REGULATIONS

Where Customer is a consumer (i.e. an individual, not a business) and the consumer resides at an address in the EU and the consumer purchases by any non-face-to-face mechanism (such as mail order, the Website, phone, etc) then, in addition to the benefit of Supplier's returns policy, Customer also has certain cancellation rights under the Distance Selling laws, as follows:

- 10.1 If Customer wishes to cancel his / her Agreement, then Customer may do so either: (a) by sending written notice to Supplier before Supplier has despatched Customer's order, when the provisions of clause 6, above of these Terms and Conditions will apply; or (b) by sending to Supplier written notice of cancellation no later than 7 working days starting from the day after Customer takes delivery of the Goods (a "cooling off" period); Customer must write, fax, or email to Supplier clearly stating Customer's full details, invoice number, and cancellation instructions.
- 10.2 For the avoidance of doubt, under the Consumer Protection (Distance Selling) Regulations 2000, Customer has the right to cancel after receipt of the Goods, for any reason, without penalty.
- 10.3 If Customer cancels the Agreement before he / she has received the Goods but where Supplier has already processed the Goods for delivery, then Customer must not unpack the Goods when they are received by him / her.
- 10.4 If Customer cancels the Agreement after receipt of the Goods, then once Customer has cancelled he / she must not use the Goods and must keep them in their original packaging.
- 10.5 Customer must take reasonable care of the Goods.
- 10.6 If Customer cancels, Customer must return the Goods to us at his / her own risk and cost.
- 10.7 Once Customer has notified Supplier of his / her cancellation, then any sums paid by Customer will be reimbursed within 30 (thirty) days (other than Supplier's costs if Supplier has to recover the Goods from Customer).
- 10.8 If Customer cancels under this clause 10, but has not returned the Goods to Supplier within 7 (seven) working days of cancellation or when requested, Customer must make the Goods available for collection by Supplier at Customer's cost.
- 10.9 Supplier can recover all the costs of recovering the Goods from Customer if Customer does not return them to Supplier.
- 10.10 If the Goods are not received by Supplier in the same condition as that in which it was sent to Customer, Supplier reserves the right to deduct a £30 (thirty Pounds) handling charge to cover all administration costs, inspection, and returning the Goods to a retail-ready condition.
- 10.11 Once Customer has cancelled the Agreement, Customer has a legal "duty of care" to take good care of the Goods.
- 10.12 If it is more convenient, Supplier can arrange collection of the Goods by Supplier's couriers; the costs incurred in this will be deducted from the final refund to the Customer; Supplier will refund the full amount paid for the Goods, less the costs incurred in collecting them, within 30 (thirty) days of receipt of the notice of cancellation.
- 10.13 Notwithstanding all that is stated above in this clause 10, it is understood and agreed that Customer cannot cancel the order if the Goods are custom-made, to Customer's individual specification.

11 CUSTOMER'S OBLIGATIONS

- 11.1 Customer must comply with any requirements as may be set out in the Sale Agreement or otherwise agreed in writing between the parties.
- 11.2 Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with clause 9 of these Terms and Conditions.

12 LIMITATION OF LIABILITY

- 12.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to whom or to which the claim relates.
- 12.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever; this shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 12.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.
- 12.4 Where Customer is a consumer residing in the UK who asks for Goods to be delivered to a UK address, Customer has certain rights by law and these Terms and Conditions do not affect those rights (see clause 9.9, above).
- 12.5 Supplier shall not be liable for any fault or defect in respect of the Goods if:
 - 12.5.1 such fault or defect arose as a result of the Goods being improperly used
 - 12.5.2 such fault or defect was the result of unauthorised modification of the Goods without the written consent of Supplier.
- 12.6 Subject to clause 8.1, to the fullest extent permitted by law, Supplier'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 these Conditions shall be limited as follows:
 - 12.6.1 in respect of matters for which Supplier does not carry insurance, to the price of the Goods; and

- 12.6.2 in respect of matters for which Supplier carries insurance, to the insured value.
- 12.7 Subject to clause 12.5, to the fullest extent permitted by law, Supplier shall not be liable to Customer for any indirect or consequential loss or damage (whether loss of profit, loss of enjoyment, pain, suffering or satisfaction or otherwise) costs, expenses or other claims for consequential compensation whatsoever and howsoever caused which arise from or in connection with these Terms and Conditions or any order.
- 12.8 The provisions of this clause 12 shall survive the termination of these Terms and Conditions and/or any order.
- 12.9 For the avoidance of doubt, the exclusions and limitations of liability set out in this clause 12 shall be considered severally; the invalidity or unenforceability of any one of these clauses shall not affect the validity or enforceability of any other part of these Terms and Conditions.

13 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if the other party commits a material breach of this Agreement, thus: (a) Where the breach is capable of being remedied, if the defaulting party fails to remedy it within 30 calendar days of being given written notice from the other party so to do; or (b) Where the breach cannot be remedied under any circumstances.

14 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights (including, without limitation, patents, copyrights, design rights, registered and unregistered designs, trade marks and service marks know-how and all other forms of intellectual property wherever in the world enforceable, any or all of which may be known as "IP Rights") relating to the Goods described in these Terms and Conditions and the Agreement of which they form part and the Website of Robert's Rolling Quilt Wall LLP are the property of Robert's Rolling Quilt Wall LLP and infringement of such IP will result in legal action.

15 FORCE MAJEURE

- 15.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from force majeure, being events or circumstances outside its reasonable control (including but not limited to: acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services).
- 15.2 The party delayed by the instance of force majeure in performing its obligations shall be entitled to a reasonable extension of its obligations under the Agreement after notifying the other party of the nature and extent of such events, but if the force majeure event persists for a period of one month or longer, then Supplier may terminate this Contract immediately upon giving written notice to Customer.

16. DATA PROTECTION AND PRIVACY

- 16.1 We are committed to safeguarding the privacy of our customers, though by ordering from Supplier, Customer agrees to the use by Supplier of Customer's personal details in order to supply the Goods to Customer (which may involve passing them on to relevant third parties such as credit card companies, insurance companies and delivery firms) and in order to send you further information about our products and services.
- 16.2 Supplier will not share the data amongst other third parties without Customer's prior, written permission; without prejudice the generality of what is stated above in this clause 16.2, if Customer breaches the Agreement then Customer's personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.
- 16.3 Customer consents to allow Supplier to contact Customer by post, email, SMS and / or phone.
- 16.4 Customer may request Supplier to stop using Customer's data or contacting Customer in particular ways (other than as is necessary for the performance of Supplier's obligations under the Agreement or as permitted by law) by contacting Supplier at: mary@eastwell-house.co.uk
- 16.5 Supplier keeps Customer's personal data as up to date as possible and if customer wishes to check any information held, it may contact Supplier in writing; if there are any errors, Supplier will correct them as necessary.
- 16.6 Supplier may disclose Customer's personal information if Supplier is required so to do by law.
- 16.7 Supplier shall not be responsible for any act or omission of any third party provider's fault, negligence or otherwise that leads to the release of information pertaining to any payment.

17 TITLE

No payment for the Goods shall be deemed to have been received until Supplier has received cleared funds and Supplier shall retain the legal title to the Goods until such time, including the right to resell any Goods in the event of default of any payment.

18 SEVERABILITY AND WAIVER

- 18.1 Severability: If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
- 18.2 Waiver: The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of the Agreement.

19 NOTICES

A notice to Supplier must be posted to Supplier's place of business address listed in clause 1.6 of these Terms and Conditions, or sent by email to mary@eastwell-house.co.uk ; any notice to be given to Customer will be addressed to the address given by him / her when making the order.

20 INDEPENDENT CONTRACTORS / NO THIRD PARTIES

Independent Contractors: Supplier and Customer are contracting independently of each other and neither is the agent of the other; neither party has the authority to bind the other to any third party or act as the representative of the other, unless otherwise expressly agreed to in writing by both parties.; nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

21 ENTIRE AGREEMENT

The Agreement comprising these Terms and Conditions plus the Sale Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written; unless expressly provided in this Agreement, this Agreement may be varied only by a document signed by both parties.

22 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.