



Terms and Conditions of Trading ("**Conditions**") of (i) Tube Bend Form International Limited trading as '**TBF International**' incorporated and registered in England and Wales with company number 07154761 and having its registered office at Unit 7, Bloxwich Lane Ind Estate, Bloxwich Lane, Walsall, West Midlands WS2 8TF.

1. Interpretation

1.1 These Conditions apply to all contracts with customers of TBF International for the supply of goods or services by TBF International. Any components, items, materials, products or other tangible articles provided by you to TBF International for the Services to be applied to or carried out on, shall be referred to as "**Customer Materials**". "**Services**" shall mean any services or processes (including bending, forming, engineering, assembling or repairing) undertaken by TBF International. "**Customer Goods**" shall mean the Customer Materials after the Services has been undertaken by TBF International in respect thereof. "**Supplier Materials**" shall mean any components, items, materials, products or other tangible articles owned and purchased by TBF International for eventual onward sale to a customer. "**Supplier Goods**" shall mean the Supplier Materials after the Services has been undertaken by TBF International in respect thereof. "**Goods**" means Customer Goods and/or Supplier Goods as the context of the Contract requires (and as Contract is defined in clause 2.1).

1.2 In these Conditions the definitions detailed in clause 14 shall apply and (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) a reference to a party includes its personal representatives, successors or permitted assigns; (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 In these Conditions YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 4 AND 12.

2. Basis of Contract

2.1 Orders for Goods and/or Services placed with TBF International may be placed in writing, by telephone or by email, but in all cases will be subject to TBF International's written acceptance. The contract between you and TBF International will become legally binding only when TBF International has notified you in writing of its acceptance of your order. Accepted orders will be deemed to incorporate these Conditions and thereby form the "**Contract**".

2.2 The Contract overrides any other previous statements, promises, representations and undertakings given or made by

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TBF International in relation to the subject matter of the Contract which are not set out in the Contract including brochures, specifications and advertising and the Contract excludes all such items and all other terms not set out in the Contract, including those implied by trade and/or custom and practice (and you acknowledge, in respect of each of the foregoing, that you have not relied on the same).

2.3 Quotations provided by TBF International (whether written or oral) do not constitute offers and are subject to withdrawal without notice and shall automatically lapse 7 days after the date of the quotation unless otherwise agreed by TBF International in writing.

2.4 TBF International reserves the right to make changes to the Goods and/or Services necessary to comply with applicable law or safety requirements, or which do not materially affect the nature or quality of the Goods and/or Services.

2.5 In the event of any conflict or inconsistency between the terms of an order which is accepted by TBF International including any terms marked by TBF International as "deviations" and these Conditions, the order which is accepted by TBF including any Special Conditions shall prevail, to the extent of the conflict or inconsistency only.

3. Price

3.1 Unless otherwise stated on the order acceptance, the price quoted does not include delivery. VAT will be charged in addition at the rate applying at the time of delivery of the Goods and/or performance of the Services.

3.2 The price excludes all other taxes which may be applicable and you shall pay any such tax in addition to the price. If you are required under any applicable law to withhold or deduct any amounts from the payments due to TBF International, you shall increase the sum you pay to TBF International by the amount necessary to leave TBF International with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

4. Specifications

4.1 Where TBF International supplies Goods or Services in accordance with your specifications, drawings, instructions or design outputs ("**Specification**"), you shall ensure that the Specification is in writing, is accurate and is provided in good time in order for TBF International to fulfil your order. You shall ensure that any Customer Materials are suitable for the receipt of such Services in accordance with the Specification and that the Specification is fit for the purpose for which you intend to use the supplied Goods or Customer Materials.

4.2 Without prejudice to your obligations and liability under clause 4.1, where TBF International provides any design services or gives you access to Software for the purpose of generating your own design outputs in relation to the Goods or



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Services you must check and confirm that your instructions have been interpreted correctly and, in such instances, TBF International may request that you sign and return a copy of the Specification/Drawing to confirm that you have ensured that the agreed design meets your Specification. You acknowledge and agree that no further Services will be provided and no Goods delivered in accordance with your order until TBF International has received the returned signed copy of the Specification/Drawing. TBF International shall have no liability for errors in any Specification or details supplied and/or approved by you.

4.3 Unless the Contract specifies otherwise TBF International shall be entitled to select the basis on which it charges you for Goods. Goods are normally sold by the number of items (quantity), but due to the amount of goods that can be manufactured out of the lengths of material used during processing, TBF International reserve the right to deliver to tolerances of +/- 10% of the quantities confirmed at the order stage:

4.4 The quantity of Goods printed on TBF International's advice note shall be final unless you give TBF International notice in writing of any disparity within 7 days after receiving the Goods and you provide TBF International with a reasonable opportunity to verify the quantity of the Goods before you use or sell the same as permitted by clause 10.3.9.

4.5 If TBF International agrees that you may inspect or test the Goods before delivery TBF International shall notify you when they are ready for inspection or testing. You shall inspect or test the Goods within 7 days of TBF International's notification to you. Any disputes in respect of such inspection or testing shall be notified to TBF within 14 days of such inspection or testing taking place or the Goods shall be deemed to be in accordance with the Specification.

5. Intellectual Property Rights

5.1 The Intellectual Property Rights in any materials, Software and/or equipment, in whatever form, existing prior to the entering into of a Contract, or developed solely by one party entirely independently and unrelated to the Contract, shall be owned by the developing party.

5.2 The Intellectual Property Rights in any materials, Software and/or equipment, including drawings, designs, specifications or data, developed or produced by TBF International in pursuance of a Contract shall remain vested in TBF International unless specifically agreed otherwise in writing at the time of entering into the Contract.

6. Cancellation

6.1 TBF International may suspend or cancel the Contract or any part of it, by written notice if:

- (a) you fail to pay TBF International any money when due (under the Contract or otherwise);

- (b) you suffer an Insolvency Event.

6.2 Subject to clause 8.2, you may only cancel the Contract or any part thereof if TBF International (at its total discretion) agrees in writing and, in such circumstances, you shall pay to TBF International the sums due for costs incurred up to cancellation, including:

- (a) any material, processing and manufacturing costs;
- (b) the price of specialist/customer specific goods and/or Services;
- (c) costs of failed delivery attempts; and
- (d) any other costs related to the Contract which TBF International has incurred which are notified by TBF International to you.

7. Return of Goods

7.1 TBF International may, at its sole discretion, accept the return of Goods from you:

- (a) if TBF International has expressly agreed to do so in writing;
- (b) on payment of an agreed handling charge; and
- (c) in all cases, where the Goods are as fit for sale on their return as they were on delivery.

8. Delivery

8.1 TBF International shall use its reasonable endeavours to meet any performance dates and times specified in the Contract but any such dates and times including all delivery times are estimates only and time shall not be of the essence for delivery of Goods and/or performance of the Services. Further, where the Contract entails your first delivering Customer Materials to TBF International, then any delay in your meeting the agreed delivery date and time may result in TBF International being unable to meet the original estimated date of performance. In these circumstances: (a) TBF International will not be liable to you for any loss or damages suffered by you as a result of your delay, (b) TBF International shall be entitled to a reasonable extension of time to perform its obligations and you shall not be entitled to cancel save as provided in clause 6.2.

8.2 If TBF International fails to deliver the Goods and/or Services within a reasonable time, you may (by giving TBF International written notice in accordance with clause 13.10) cancel the Contract, however you may not cancel the Contract if TBF International receives your notice after (a) the Goods have actually been dispatched or (b) the Services have already been scheduled for performance within the next 2 working days of TBF International receiving such notice and in these circumstances any purported termination notice will not have effect if TBF International invokes this clause by notice in writing to you within 2 working days of receiving your purported termination notice.

8.3 If you accept delivery of the Goods or performance of the Services after any estimated delivery or performance time given by TBF International, delivery or performance will be deemed to



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have been in accordance with the Contract.

8.4 TBF International may, with your prior agreement, deliver the Goods in instalments. Each instalment is treated as a separate contract.

8.5 If delivery does not take place because you are at fault or for reasons beyond TBF International's control, TBF International may store and insure the Goods at your expense. In such circumstances, TBF International shall use reasonable endeavours to attempt to deliver the Goods, but TBF International has the right to sell them after a period of 14 days has passed since the original delivery attempt. TBF International may recover from the proceeds of such sale, such costs of storage and insurance together with TBF International's costs of attempting to deliver the Goods together with the unpaid balance of the sale price of those Goods as at the day of failed delivery. In the event that such sale proceeds are insufficient to cover such costs and sale price, TBF International may invoice you for the shortfall, and you shall pay to TBF International such sums in accordance with clause 9.

8.6 Neither TBF International nor its carrier is responsible for unloading the Goods at your premises. You are responsible for providing, at your cost, sufficient labour and materials for unloading the Goods at your premises.

8.7 If the driver of the delivery vehicle leaves the vehicle at your request while the Goods are being unloaded, TBF International shall not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for any shortages in Goods.

8.8 TBF International may decline to deliver the Goods if: (a) TBF International believes, or its carrier believes, that it would be unsafe, unlawful or unreasonably difficult to do so; or (b) the premises, or the access to them, are unsuitable for TBF International's or the carrier's delivery vehicle. Any unforeseen additional costs resulting from any requirement of TBF International to make repeat or abortive delivery attempts as a result of such delivery issues may be invoiced separately and must be paid for by you in accordance with clause 9.

8.9 Delivery will be deemed to have taken place:
 (a) at TBF International's premises when you collect the Goods; or
 (b) at the agreed delivery address, when you have unloaded the Goods (if TBF International is arranging carriage).

8.10 Any reference to Incoterms in an order (subject always to TBF International's written acceptance of the same) or the Contract shall be a reference to that term as defined in the Incoterms 2010 rules. In the event of any conflict between these Terms and Conditions and any specified Incoterm, the Incoterm shall prevail.

8.11 If there is a complete failure of delivery, you shall notify TBF International in writing within 7 days of receipt of TBF

International's dispatch documents or TBF International's invoice, whichever is earlier. You shall be deemed to have taken delivery of the Goods if you do not do so.

9. Payment Terms and Application for Credit

9.1 Subject to clause 9.2, you shall pay to TBF International the price quoted for the Goods and/or Services (as applicable) in accordance with the relevant invoice issued by TBF International, in cleared funds in GBP Sterling by the method agreed by the parties, on or before delivery of the Goods and/or performance of the Services (as applicable). If you fail to do so, TBF International may decline to deliver the Goods and/or perform the Services.

9.2 If you have an approved TBF International credit account, you shall pay to TBF International the price quoted in GBP Sterling by the method agreed by the parties no later than the end of the month following the month of delivery of Goods/performance of Services (as applicable) unless otherwise agreed in writing by TBF International.

9.3 TBF International shall use reasonable endeavours to consider an application for a credit account on satisfactory completion and submission to TBF by you of its "**Application to Open a Credit Account**". TBF International may, in its absolute discretion, decline any application for a credit account and is not obliged to give any reason for such decision.

9.4 TBF International may, in its absolute discretion, and without liability to you, at any time and without notice, withdraw your credit account, reduce your credit limit or bring forward your due date for payment.

9.5 By placing an order with TBF International or applying for an TBF International credit account, you: (a) consent to TBF International carrying out such credit referencing and other due diligence as it considers appropriate on an ongoing basis; and (b) agree that you shall, on request, provide TBF International with any and all information reasonably requested by TBF International in relation to your business operations and/or finances in order to ascertain your creditworthiness.

9.6 If you fail to pay TBF International in full in accordance with clause 9.1 or 9.2 (as applicable):
 (a) TBF International may suspend or cancel future deliveries of Goods and/or provision of Services;
 (b) TBF International may cancel any discount offered to you; and
 (c) you shall pay TBF International interest and compensation calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

9.7 You do not have the right to set off any money you may claim from TBF International against anything you may owe TBF International. While you owe money to TBF International, TBF International shall have a lien on your property in its



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possession.

9.8 When exporting Goods outside the United Kingdom TBF International may, at its discretion, require you to provide an export guarantee in a form satisfactory to TBF International and if you fail to provide the required export guarantee TBF International may decline to deliver the Goods and/or perform the Services as applicable.

10. Title and Risk

10.1 Customer Materials and Customer Goods. Where you provide Customer Materials on which TBF International performs Services under a Contract then:

10.1.1 the Customer Materials will be at TBF International's risk only whilst they are in TBF International's possession and TBF International shall insure the Customer Materials to their full replacement value while in TBF International's possession;

10.1.2 title to the Customer Materials and the Customer Goods shall remain with you at all times during the Contract;

10.1.3 TBF International may exercise a lien over the Customer Materials and the Customer Goods in its possession until such time as TBF International has received payment in full of:

- (a) all amounts due to TBF International under the applicable Contract; and
- (b) all other sums due to TBF International from you under any other contracts or accounts whatsoever which are outstanding.

10.2 Supplier Goods: title to the Supplier Goods under the applicable Contract shall not pass to you until the earlier of:

10.2.1 TBF International receiving payment in full (in cash or in cleared funds):

- (a) of all amounts due under the applicable Contract; and
- (b) all other sums (on any other accounts or contracts whatsoever) where payment has become due by you to TBF International

(in which case title to the Supplier Goods shall pass at the time of payment of all such sums); and

10.2.2 your incorporating the Supplier Goods into your own products in the ordinary course of trade (in which case title to the Supplier Goods shall pass to you at the time of incorporation); and

10.2.3 your reselling the Supplier Goods in the ordinary course of trade, in which case title to the Supplier Goods shall pass to you immediately before the time at which resale by you occurs.

10.3 Until title to the Supplier Goods has passed to you, you shall:

10.3.1 store them at your own cost separately from all other goods so that they are clearly identifiable as TBF International's property and in or on premises to which you are able to grant TBF International access in accordance with clause 10.5;

10.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Supplier Goods;

10.3.3 maintain the Supplier Goods in satisfactory condition;

10.3.4 keep them insured against all risks for their full price from the date of delivery with a reputable insurance company and ensure TBF International's interest is noted on the policy;

10.3.5 if the Supplier Goods are destroyed by an insured risk, hold the insurance proceeds, separately from all other monies, on trust for TBF International;

10.3.6 not create or purport to create any lien, charge or other encumbrance over or otherwise affecting the Supplier Goods;

10.3.7 notify the TBF International immediately if you becomes subject to any Insolvency Event;

10.3.8 give the TBF International such information relating to the Supplier Goods as the TBF International may require from time to time; and

10.3.9 have the right to use and incorporate the Supplier Goods and sell them in the ordinary course of trade, but you may not use, incorporate or sell the Supplier Goods if:

- (a) TBF International revokes that right at any time (by informing you by notice in writing and such revocation shall take effect immediately upon receipt of such notice); or
- (b) you become subject to an Insolvency Event (in which case clause 1.4 shall apply).

10.4 If before title to the Supplier Goods passes to you, you becomes subject to an Insolvency Event, then, without limiting any other right or remedy that TBF International may have:

10.4.1 your right to incorporate the Supplier Goods into your own products in the ordinary course of trade shall cease immediately and without any requirement for notice;

10.4.2 your right to resell the Suppliers Goods or otherwise use them in the ordinary course of trade shall cease immediately and without any requirement for notice; and

10.4.3 TBF International Supplier may at any time thereafter:

- (a) require you to promptly deliver up all Supplier Goods in your possession or under your control which have not been resold, or incorporated into another product; or
- (b) pursuant to the licence in clause 10.5, TBF International and/or its representatives may in any event enter any



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premises of yours or of any third party where the Supplier Goods are stored in order to remove them.

10.5 TBF International may, where title to the Supplier Goods remains with TBF International, remove and resell the Supplier Goods and you now grant to TBF International an irrevocable licence to enter into any (a) premises of yours used to store the Supplier Goods (whether owned, leased or licenced) and (b) any premises of any third party used to store the Supplier Goods in order for TBF International to:

10.5.1 at any time, inspect the Goods; and/or

10.5.2 after your right to use and sell the Supplier Goods has ended in accordance with the provisions of either clause 10.3.9 or 10.4, to remove and sell them.

10.6 The risk in the Goods shall pass to you on completion of delivery in accordance with clause 8.9.

10.7 If you fail to pay any sums owed to TBF International under the applicable Contract provided by the due date then notwithstanding TBF International's retention of title to the Supplier Goods pursuant to this clause 10 and without prejudice to any other rights or remedies, TBF International shall have the right to take legal proceedings to recover all sums owed under the applicable Contract including the price payable for the applicable Supplier Goods and/or related Services.

11. Third Party Contractors

11.1 By entering into a Contract you agree that TBF International may utilise third party suppliers and contractors in carrying out Services under that Contract, including passing possession of Customer Materials to such third parties for the purposes of receiving such Services.

11.2 Despite any confidentiality or non-disclosure agreement which may be in place between you and TBF International at the time of this Contract, you agree that TBF International may share information, including the Specification, with third party suppliers and subcontractors as required to receive and perform Services.

11.3 In the event that TBF International utilises a third party supplier TBF International shall, to the extent it would have been should TBF International have carried out any Services itself remain liable and provide such warranties for the Goods or Services supplied.

12. Warranties, Indemnity and Liability

12.1 Subject to clauses 4.2 and 4.5, clauses 12.2 to 12.6 and clauses 12.8 to 12.10, TBF International warrants that:

- (a) the Goods and Services will conform to the Specification; and
- (b) Services will be provided with reasonable care and skill.

12.2 Save as set out in clause 12.1 TBF International gives no other warranties and now excludes, to the fullest extent permitted by law, all warranties, terms and conditions that would otherwise be implied into the Contract, including all warranties implied by law, custom and practice and course of dealing as to the quality of Goods and/or Services and their fitness for purpose, including in respect of any Goods which TBF International has prepared in accordance with the Specification.

12.3 You are responsible for ensuring, and warrant to TBF International that:

- (a) the Specification is complete, accurate and fit for your purposes notwithstanding that you may have used the Software and/or design services provided by TBF International;
- (b) you are the owner of, or have the right to have the Services carried out on, any Customer Materials;
- (c) the Services provided are suitable for your purposes;
- (d) the Customer Materials are suitable to have the Services performed on them; and
- (e) the Customer Materials conform to any requirement specified in the Specification or any instruction from TBF International.

12.4 Subject to clause 13.10 TBF International shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any defect in the Goods or the Services which:

- (a) is caused by a breach of any of the warranties given at clause 12.3;
- (b) are produced to the Specification; or
- (c) is caused by a defect in the Customer Materials which existed prior to the performance of the Services.

12.5 **You shall inspect the Goods on delivery.** If any Goods are defective on delivery (or only partially delivered) you must follow the following procedure:

- (a) mark the advice / delivery note accordingly;
- (b) notify TBF International (in writing), with full details, before their use or resale and in any event within 7 days of delivery;
- (c) shall allow TBF International and any carrier to investigate the alleged defect or non-delivery; and
- (d) hereby grant TBF International access to your premises and any premises you control and the Goods for the purpose of investigating the alleged defect.

12.6 If you believe that the Goods have a defect which was not discoverable at the time of delivery by a reasonable inspection you:

- (a) shall inform TBF International (in writing), with full details, within 7 days of discovering the alleged defect and in any event within 1 month of delivery;
- (b) shall allow TBF International to investigate the alleged defect; and
- (c) hereby grant TBF International access to your premises and the Goods for the purpose of investigating the alleged



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defect.

12.7 If, following TBF International's investigations, the Goods have not been delivered or any Goods or Services delivered are found not to be in accordance with clause 12.1, and you have complied in full with clauses 8.10, 12.5 and/or 12.6 (as applicable), TBF International shall, at its sole option replace or repair the Goods, re-perform the Services or refund the price of the finished Goods.

12.8 Nothing in these Conditions shall limit or exclude the TBF International's liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) for any matter in respect of which it would be unlawful for TBF International to exclude or restrict liability.

12.9 Subject to clause 12.8, TBF International shall under no circumstances whatever be liable to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise for:

12.9.1 any loss of profits, sales, business, revenue or goodwill (whether any of the foregoing are direct or indirect loss); and
12.9.2 any indirect special or consequential loss arising under or in connection with the Contract.

12.10 Subject to clauses 12.8 and 12.9 the TBF International's total liability to the Customer arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for all other claims shall not exceed an amount equal to the 120% of the agreed price (excluding always vat and any delivery charges) TBF International's would have received from you under the Contract for the applicable Goods and/or Services had it been performed in accordance with its terms. Nothing in these Conditions shall detract from your duty to mitigate your loss.

12.11 You shall indemnify and keep indemnified TBF International in full and on demand from all costs, proceedings, actions, claims or demands, liabilities, losses, damages and obligations which TBF International may incur or for which TBF International may be liable (including legal costs and expenses) arising out of or in connection with:

- (a) the Specification infringing or being alleged to infringe third party Intellectual Property Rights; and/or
- (b) any breach by you of the warranty in clause 12.3
- (c) the Specification and any Goods made to the Specification, not being fit for your purposes.

13. General

13.1 Any waiver of a part of the Contract is binding only if it is made (or recorded by TBF International) in writing and expressly states an intention to waive a part of these Conditions. Such a waiver shall not be deemed to be a waiver of any subsequent breach or default.

13.2 No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver

of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.3 Any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by TBF International and you.

13.4 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

13.5 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

13.6 If TBF International is unable to perform its obligations to you under the Contract or any other contract between TBF International and you (or is only able to perform them at unreasonable cost) because of a Force Majeure Event TBF International may, without liability to you, cancel or suspend any of its obligations to you on notice. If the Force Majeure Event continues for a period of 90 days, you may terminate the Contract on notice and without liability.

13.7 You agree that TBF International may use and disclose personal information about you to third parties for the purpose of supplying Goods and/Services to you and processing invoices and statements. In respect of any of your personal data held by TBF International, TBF International shall comply with the provisions of the Data Protection Act 1998 insofar as it applies to TBF International.

13.8 If you are more than one person, each of you has joint and several obligations under the Contract.

13.9 If any of these clauses are found invalid, illegal or unenforceable as set out herein:

- (a) it will not affect the enforceability of any other clause; and
- (b) if it would be enforceable if amended, it will be treated as so amended and the amended clause will be deemed incorporated herein.

13.10 Any notice to a party which is to be served under the Contract, shall be in the English language, in writing and may be served by leaving it at or by delivering it to (by pre-paid post (by airmail if to an address outside the country of posting) or by fax) the other party's registered office or principal place of business. All such notices shall be signed by an authorised signatory. Notices delivered by hand shall be deemed served on delivery, those by pre-paid post 3 days after posting (7 days if sent by airmail), provided proof of posting is available and if by fax on receipt of an answer back. For the purposes of this clause "writing" shall not include emails and notice given under



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the Contract shall not be validly served if given by email.

13.11 No contract between you and TBF International will create any right enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, or otherwise, by any person other than TBF International and you.

13.12 TBF International may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

13.13 You shall not, without the prior written consent of TBF International, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract.

13.14 The Contract, 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, English law and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales. The United Nations Convention on the International Sale of Goods shall not apply to the Contract.

14. Definitions

Force Majeure Event

an event beyond the reasonable control of TBF International including strikes, lock-outs, other industrial disputes (whether involving the workforce of TBF International or any other party), failure of a utility service or transport network, act of God, accident, war, riot, civil commotion, act of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, transport delays, explosion, storm, difficulty obtaining supplies or default of suppliers or subcontractors;

Insolvency Event

if you go into liquidation or a winding up petition is presented in respect of you (other than for the purpose of a solvent bona fide reconstruction) and such petition is not discharged within 7 days of its presentation or an order is made for the appointment of an administrator or documents are filed for the appointment of an administrator or notice of intention to appoint an administrator is given by you, your directors or a qualifying floating charge holder, or a receiver or administrative receiver is appointed over the whole or any part of the assets of you or you propose to enter or make any arrangement or composition with your creditors or make an application to a court for the protection of your creditors in any way, are otherwise unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or is the subject of any similar event in any jurisdiction;

Intellectual Property Rights

all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world from time to time;

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