

TERMS AND CONDITIONS OF SALE

1 These Terms

1.1 What these Terms cover. These are the terms and conditions on which we supply products to you.

1.2 Why you should read them. Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide Goods to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these Terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying Goods and Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 This is our entire agreement with you. These Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. Nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

1.5 In these Terms:

“Buyer” or “you” means the person who accepts our written quotation for the sale of the Goods or the provision of Services or whose written order for the Goods or the provision of Services is accepted by us;

“Goods” means the goods (including any instalment of the Goods or any parts for them) which we are to supply in accordance with these Terms;

“Contract” means the contract for the sale and purchase of the Goods and/or Services;

“Services” means any services to be performed by us for you in accordance with these Terms;

“Seller” or “we/us” means Pinstructure Limited.;

“Terms” means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between you and us;

1.6 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.7 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Information about us and how to contact us

2.1 Who we are. We are Pinstructure Limited a company registered in England and Wales. Our company registration number is 1580637 and our registered office is at Unit 50, Enfield Industrial Estate, Redditch, Worcestershire, B97 6DE. Our registered VAT number is GB416919925.

2.2 How to contact us. You can contact us by telephoning our customer service team on 01527 68334 or write to us at sales@abbeyclamps.co.uk.

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3 Basis of the sale

3.1 We shall sell and you shall buy the Goods and/ or the Services in accordance with our written quotation (if accepted by you) or your order (if accepted by us) subject to these Terms, which shall govern the Contract to the exclusion of any other terms including any that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.2 No variation to these Terms shall be binding unless agreed in writing between our authorised representatives.

3.3 Our employees or agents are not authorised to make any representations concerning the Goods or the Services unless confirmed by us in writing. In entering into the Contract you acknowledge that you do not rely on any such representations which are not so confirmed.

3.4 Any advice or recommendation given by us or our employees or agents to you or your employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by us is followed or acted upon entirely at your own risk, and we shall not be liable for any such advice or recommendation which is not confirmed in writing.

3.5 Any typographical or clerical error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.

4 Orders and specifications

4.1 Any order submitted by you shall only be deemed to be accepted by us when confirmed in writing by our authorised representative or the Goods have been delivered, whichever happens earlier.

4.2 You shall be responsible to us for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by you, and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with these Terms.

4.3 The quantity, quality and description of the Goods and any specification for them shall be as set out in our quotation (if accepted by you) or your order (if accepted by us).

4.4 If the Goods are to be manufactured or any process is to be applied to the Goods by us in accordance with a specification submitted by you, you shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with, or paid or agreed to be paid by us in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from our use of your specification.

4.5 We reserve the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to our specification, which do not materially affect their quality or performance.

4.6 If you are a business customer, no order which has been accepted by us may be cancelled by you except with our agreement in writing and on terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

4.7 Where you order Goods of a type, size or quality not normally supplied by us ('Bespoke Goods'), we shall use all reasonable endeavours to execute the order, but if it proves impossible, impracticable or uneconomical to carry out or complete the order, we reserve the right to cancel the Contract or the uncompleted balance of it, in which event you will only be liable to pay for the part of the order actually delivered.

4.8 Whether you are a business customer or a consumer, once you place an order for Bespoke Goods and it is accepted by us, you may not cancel your order under any circumstances and you may only return Bespoke Goods if they are faulty

4.9 We shall be under no liability whatsoever in respect of any advice or views we offer to you expressly or by implication as to the suitability or otherwise of the Goods or any process to which the Goods may be subject unless such advice is requested by you in writing, whereupon should such express representations be found to be wrong or inaccurate our liability will be limited to rectification or replacement of the Goods and we shall not in any circumstances be liable for damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by law.

4.10 We will supply to the you whatever information we receive from the manufacturer regarding gauges, weights, chemical composition and analysis, quantities and sizes. Any requirements as to gauges, weights, chemical composition and analysis, quantities and sizes which are communicated by you to us in writing will so far as possible be adhered to, but reasonable excess and deficiencies shall be accepted by you and you shall not be entitled to reject any Goods or to replacement of any Goods on the ground that they are not precisely as specified.

4.11 Unless otherwise specifically agreed, all tests and test pieces whatsoever required by you will incur an additional charge.

4.12 Unless otherwise specifically requested by you, tests of chemical composition shall be based only on the ladle analysis which shall be final. Tests and inspections shall take place under the manufacturer's standard testing arrangements and such tests shall be final. All tests are subject to analytical tolerances.

4.13 **Hirework: warranty and limit of our liability** · Hirework and work involving the use of your materials is undertaken by us only on the express understanding that we shall not be responsible for any distortion, faults or defects which appear or develop during or are caused by the work however it arises and even if it results from our fault, negligence or mistake. We do not give any guarantee or warranty of any kind but subject to the availability of capacity and facilities, we shall endeavour to correct any such distortions, faults or defects at your expense and risk. We shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by law.

4.14 You warrant that all drawings, descriptions, specifications and other information supplied by you to us whether written or verbal, are in all respects complete, accurate and entirely suitable for your requirements, and we shall be entitled to treat them as such.

5 Right to cancel the Contract for consumers

5.1 If you are a consumer and you order standard products from us, you have the right to cancel this Contract without giving any reason within 14 days of the day you (or someone you nominate) receives the Goods, unless the Goods are split into several deliveries over different days, in which case you have until 14 days after the day you (or someone you nominate) receives the last delivery. The cooling off period does not apply in respect of orders for Bespoke Goods.

5.2 If you are a consumer and you wish to exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form below, but it is not obligatory.

Cancellation form

To Abbey Clamps (Pinstructure Ltd):

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following Goods [*]/the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

5.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

5.4 **Effects of Cancellation.** If you are a consumer and you cancel this Contract, we will reimburse to you all payments received from you, except the cost of returning the item to us, which is payable by you. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer standard delivery of a product at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

5.5 If you decide you wish to cancel this Contract in accordance with this clause 5, you must return the Goods to us in good resaleable condition. If you return the Goods to us and we consider them to have been damaged in any way (in our sole opinion) we may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you.

5.6 We will make the reimbursement without undue delay, and not later than:

5.6.1 14 days after the day we received back from you any Goods supplied; or

5.6.2 (if earlier) 14 days after the day you provide evidence that you have returned the Goods;
or

5.6.3 if there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this Contract.

5.7 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5.8 If you have received Goods:

5.8.1 you shall send back the Goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of this Contract to us. The deadline is met if you send back the Goods before the period of 14 days has expired;

5.8.2 you will have to bear the direct cost of returning the Goods to us.

6 Price of the goods

6.1 The price of the Goods shall be our quoted price. All prices quoted are valid for 14 days only or until earlier withdrawal by us or acceptance by you, after which time they may be altered by us without giving notice to you and confirmation of delivery times and revised prices must be obtained by you.

6.2 If you are a business customer, we reserve the right, by giving written notice to you at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by you, or any delay caused by any of your instructions or your failure to give us adequate information or instructions.

6.3 Except as otherwise stated in our written quotation or in any price list, and unless otherwise agreed in writing between us, all prices are given on an ex works basis, and where we agree to deliver the Goods otherwise than at our premises, you shall be liable to pay our charges for transport, packaging and insurance, unless the order meets our carriage paid requirements, namely deliveries in excess of £100 for delivery in mainland UK

6.4 The price is exclusive of any applicable value added tax, which you shall be liable to pay to us.

6.5 The cost of pallets and returnable containers will be charged to you in some circumstances in addition to the price of the Goods, but full credit will be given to you provided they are returned undamaged to us before the due payment date.

7 Terms of payment

7.1 If you have successfully completed our application process to open an account, we may invoice you for the price of the Goods or Services on or at any time after delivery of the Goods or Services, unless the Goods are to be collected by you or you wrongfully fail to take delivery of the Goods, in which event we shall be entitled to invoice you for the price at any time after we have notified you that the Goods are ready for collection or (as the case may be) you have tendered delivery of the Goods.

7.2 If you have not successfully completed our application process to open an account, payment for Goods and Services is due in advance of delivery on a pro forma basis.

7.3 If you have an account, provided no previous invoice is overdue, you shall be entitled to a prompt payment discount of 3% per cent of the price of the Goods or Services (excluding any charge for transport, packaging or insurance) for payment within 14 days of the date of our invoice.

7.4 Notwithstanding the above we reserve the right to require payment or some other form of security in advance of delivery if in our reasonable opinion we believe you may delay or be unable to make payment.

7.5 If you have an account with us, you shall pay the price of the Goods or Services (less any discount to which you are entitled, but without any other deduction) within 30 days of the end of the month in which you receive our invoice, and we shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to you. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

7.6 If you fail to make any payment on the due date then, without limiting any other right or remedy available to us, we may:

7.6.1 cancel the Contract or suspend any further deliveries to you;

7.6.2 appropriate any payment made by you to such of the Goods or Services (or the goods or services supplied under any other contract between the Buyer and the Seller) as we may think fit (notwithstanding any purported appropriation by you); and

7.6.3 charge you interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above HSBC Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

8 Delivery

8.1 Delivery of the Goods shall be made by you collecting the Goods at our premises at any time after we have notified you that the Goods are ready for collection or, if some other place for delivery is agreed by us, we shall deliver the Goods to that place.

8.2 Any dates quoted for delivery of the Goods or Services are approximate only and we shall not be liable for any delay in delivery of the Goods or Services however caused. If we miss any delivery dates this does not allow you to terminate the Contract with us unless previously agreed by us in writing. The Goods may be delivered by us in advance of the quoted delivery date on giving reasonable notice to you.

8.3 Where we supply bespoke Goods to you, we reserve the right to deliver up to 10 per cent more or 10 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

8.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these Terms or any claim by you in respect of any one or more instalments shall not entitle you to treat the Contract as a whole as invalid.

8.5 If we fail to deliver the Goods or Services (or any instalment) for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods or services to replace those not delivered over the price of the Goods or Services.

8.6 If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without limiting any other right or remedy available to us, we may:

8.6.1 store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage; or

8.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.

6.7 Any Claim or loss in respect of Goods or Services must be in writing and received by us within seven days of Invoice date.

9 Risk and property

9.1 Risk of damage to or loss of the Goods shall pass to you:

9.1.1 in the case of Goods to be delivered at our premises, at the time when we notify you that the Goods are available for collection; or

9.1.2 in the case of Goods to be delivered otherwise than at our premises, at the time of delivery or, if you wrongfully fail to take delivery of the Goods, the time when we have tendered delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by us to you for which payment is then due.

9.3 Until such time as the property in the Goods passes to you, you shall hold the Goods on our behalf (as fiduciary agent and bailee), and shall keep the Goods separate from any other goods and properly stored, protected and insured and identified as our property, but you may resell or use the Goods in the ordinary course of your business.

9.4 Until such time as the property in the Goods passes to you (and provided the Goods are still in existence and have not been resold), we may at any time require you to deliver up the Goods to us and, if you fail to do so forthwith, enter on any premises of yours or belonging to any third parties where the Goods are stored and repossess the Goods.

9.5 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain our property, but if you do so all moneys owing by you to us shall (without limiting any other right or remedy we may have) forthwith become due and payable.

10 Warranties and liability

10.1 **How to tell us about problems.** If you have any questions or complaints about the Goods or Services, please contact us. You can telephone our customer service team at 01527 68334 or write to us at sales@abbeyclamps.co.uk.

10.2 Subject to the following provisions we warrant that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship at the time of delivery.

10.3 The above warranty is given by us subject to the following conditions:

10.3.1 we shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by you;

10.3.2 we shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse or alteration or repair of the Goods without our approval;

10.3.3 we shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

10.3.4 the above warranty does not extend to parts, materials or equipment not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to us.

10.4 Subject as expressly provided in these Terms, and except where you are a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.5 If you are a consumer, your statutory rights are not affected by these Terms.

10.6 If you are a consumer, we are under a legal duty to supply Goods and Services that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Goods.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time for goods of that type you may be entitled to some money back.

If your product is **services**, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

10.7 Where you are a business and you have a claim which is based on any defect in the quality or condition of the Goods or their failure to correspond with their specification you shall (whether or not delivery is refused by you) notify us within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and you do not notify us in accordance with these timeframes, you shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

10.8 Where you notify us in accordance with these Terms of a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet their specification, we may replace the Goods (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Goods (or a proportionate part of the price), in which case we shall have no further liability to you.

10.9 Except in respect of death or personal injury caused by our negligence, or any liability we cannot exclude or limit under the Consumer Rights Act 2015, and subject to clauses 4.9 and 4.13, we shall not be liable to you for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by our negligence, or the negligence of our employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by you, and our entire liability under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

10.10 We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods or Services, if the delay or failure was due to any cause beyond our reasonable control, including the following (without limitation):

- 10.10.1 import or export regulations or embargoes;

10.10.2 strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or employees of a third party);

10.10.3 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

10.10.4 power failure or breakdown in machinery.

11 Indemnity

11.1 If a claim is made against us that the Goods or Services infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of a drawing, design or specification supplied by you, we shall indemnify you against all loss, damages, costs and expenses awarded against or incurred by you in connection with the claim, or paid or agreed to be paid by you in settlement of the claim, provided that:

11.1.1 we are given full control of any proceedings or negotiations in connection with the claim;

11.1.2 you shall give us all reasonable assistance for the purposes of any such proceedings or negotiations;

11.1.3 except pursuant to a final award, you shall not pay or accept the claim, or compromise any such proceedings without our consent (which shall not be unreasonably withheld);

11.1.4 you shall do nothing which would or might vitiate any policy of insurance or insurance cover which you may have in relation to such infringement, and this indemnity shall not apply to the extent that you recover any sums under any such policy or cover (which you shall use your best endeavours to do);

11.1.5 we shall be entitled to the benefit of, and you shall accordingly account to us for, all damages and costs (if any) awarded in favour of you which are payable by, or agreed with your consent (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

11.1.6 without limiting any of your duties at common law, we may require you to take such steps as you may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which we are liable to indemnify you under this clause.

12 Insolvency of buyer

12.1 This clause applies if:

12.1.1 you make a voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets; or

12.1.3 you cease, or threaten to cease, to carry on business; or

12.1.4 we reasonably suspect that any of the events mentioned above is about to occur in relation to you and notify you accordingly.

12.2 If this clause applies then, without limiting any other right or remedy available to us, we may cancel the Contract or suspend any further deliveries under the Contract without any liability to you, and if the Goods or Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13 Export terms

13.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause shall (subject to any special terms agreed in writing between us) apply notwithstanding any other provision of these Terms.

13.2 You shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

13.3 Unless otherwise agreed in writing between us, all export prices are quoted ex-works and we shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

13.4 You shall be responsible for arranging for testing and inspection of the Goods at our premises before shipment. We shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

13.5 You shall not offer the Goods for resale in any country notified by us to you at or before the time the your order is placed, or sell the Goods to any person if you know or have reason to believe that that person intends to resell the Goods in any such country.

14 Data Protection

We shall treat your personal information in line with our responsibilities under all applicable data protection legislation including, but not limited to the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (GDPR). Personal information includes any information we, now or at any time in the future may hold or use relating to you. It is important that you have read and understood our Privacy Notice provided to you at the time of your initial interaction with us. The Privacy Notice explains what we may do with your personal information, who we may share it with and how to request a copy or correct the information we may hold about you. If you require a further copy of the Privacy Notice, one may be requested from us by emailing sales@abbeyclamps.co.uk or you can access it at <https://abbeyclamps.co.uk/privacy/>

15 Sub-contracting

15.1 We reserve the right to sub-contract the whole or any part of the Contract.

16 General

16.1 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

16.2 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

16.4 Any dispute arising under or in connection with the Contract or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society, in accordance with the Arbitration Act 1996.

16.5 The Contract shall be governed by the laws of England, and you agree to submit to the non-exclusive jurisdiction of the English courts.