TERMS & CONDITIONS OF SALE

MIDFIX

1. INTERPRETATION

1.1 Definitions

In these Conditions, the following definitions apply:

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Channel System means the channel profiles, channel bracketry and accessory products that are procured and installed simultaneously by or for the Customer.

Conditions means the terms and conditions set out in this document as amended from time to time in accordance with clause 12.6.

Contract means the contract between the Supplier and the Customer for the sale and purchase of the Goods and/ or Services in accordance with these Conditions (and the Project Terms, where applicable and any Specific Warranty Cover, where applicable).

Customer means the person or firm who purchases the Goods and/or Services from the Supplier.

Force Majeure Event has the meaning given in clause 11.2.

Goods means the goods (or any part of them) set out in the Order, which may include any Channel System.

Order means the Customer's order or instruction for the Goods and/or Services, whether made verbally by telephone, email or in writing.

Order Acknowledgement means the written acceptance of the Order issued by the Supplier to the Customer.

Project Terms means the project terms issued by the Supplier to the Customer, setting out the terms on which the Supplier will provide the Services to the Customer.

Services means the services (or any part of them) set out in the relevant quotation, Order and/or Order Acknowledgement.

Specific Warranty Cover means any express written warranty in respect of particular Goods expressly provided by the Supplier to the Customer in writing in addition to the Order and these Conditions or any applicable Project Terms).

Specification means the specification for the Goods and/ or Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier and referred to in the relevant quotation, Order and/or Order Acknowledgement, project confirmation or other written communication.

Supplier means Midland Fixings Ltd t/a MIDFIX (registered in England and Wales with company number 09421981).

1.2 Construction. In these Conditions the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 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.

1.2.4 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.

1.2.5 A reference to **writing** or **written** includes email but excludes fax.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate. Where an Order is placed by telephone and the Customer issues a confirmation in writing it must be marked "CONFIRMATION OF TELEPHONE ORDER" or it shall be treated as a separate Order capable of acceptance.

2.3 The Order shall be deemed to be accepted on the earlier to occur of:

2.3.1 when the Supplier issues the Order Acknowledgement; and

2.3.2 the Supplier doing any act consistent with fulfilling the Order, at which point the contract shall come into existence.

2.4 The Customer waives any right it may otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.6 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.

2.7 A quotation for the Goods and/or Services given by the Supplier shall not constitute an offer. Unless otherwise stated in writing by the Supplier, a quotation shall only be valid for the period stated on the document from its date. All these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

3.1 The Goods are described in the Supplier's catalogue and on the website as modified by any applicable Specification.

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3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive the termination of the Contract.

3.3 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements or any other reasonable reason.

4. DELIVERY

4.1 The Supplier shall deliver the Goods based on the terms and to the location set out in the Order or Order Acknowledgement, or such other location as the parties may agree (which may include the Supplier's Premises) (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.

4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, the Customer's failure to provide the Supplier with adequate delivery instructions or any other information that is relevant to the supply of the Goods (including any instructions relating to the requirement of booking-in for a delivery) or, the Customer failing to accept delivery on the date and time on which the Supplier attempts to make delivery. The cost of any redelivery shall be payable by the Customer.

4.3 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide the Supplier with adequate delivery instructions or any other information that is relevant to the supply of the Goods (including instructions relating to the bookingin for a delivery), or the Customer failing to accept delivery on the date and time upon which the Supplier attempts to make delivery. Redeliveries shall be made at the Customer's cost.

4.4 If the Customer fails to accept or take delivery of the Goods within two (2) Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

4.4.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the second Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and

4.4.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.5 If five (5) Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.6 The Customer accepts and acknowledges that where the Supplier provides Goods that are manufactured or sourced to meet a Specification provided by the Customer (including Goods that are cut to size to meet the Customer's required lengths), then the Supplier shall be under no obligation to accept a return of those Goods (unless the Goods are defective, in which case the provisions of clause 5 shall apply).

4.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.8 Any alleged defects in the Goods supplied or the quantity delivered shall only be entertained if the Customer informs the Supplier within three (3) Business Days of receipt of the Goods. Failure to notify within this period of time shall mean the Customer has waived its right to bring a claim for defective Goods against the Supplier under clause 5 of these Conditions.

4.9 The Supplier shall not under any circumstance be responsible or otherwise held liable for the payment or reimbursement of any costs associated with exporting and/or importing the Goods to the Customer's chosen destination, including any import/ export costs and tariffs. Furthermore, the Customer is fully and solely responsible for completing any paperwork and/ or documents and, obtaining the relevant licences and/ or consents to allow the importation of the Goods to its chosen jurisdiction.

5. QUALITY

5.1 The Supplier warrants that on delivery, the Goods shall:

5.1.1 conform in all material respects with their description and the Specification; and

5.1.2 be free from material defects in design, material and workmanship.

5.2 Where Specific Warranty Cover is provided by the Supplier, this clause 5 shall be varied in accordance with the terms of the Specific Warranty Cover provided.

5.3 Subject to clause 5.4 and clause 5.5, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

5.3.1 the Customer has fully paid the Supplier for the Goods and reasonable proof of purchase from the Supplier;

5.3.2 the Customer gives notice in writing to the Supplier in accordance with clause 4.8 or, if there is a Specific Warranty Cover, within 5 Business Days of discovery (or the date on discovery ought to have been made) that some or all of the Goods do not comply with the warranty set out in clause 5.1 or, where applicable, the Specific Warranty Cover (provided such

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notice is received by the Supplier during the warranty period set out in the Specific Warranty Cover);

5.3.3 the Supplier is given a reasonable opportunity of examining such Goods or otherwise verifying the warranty claim's validity (and as part of such examination or verification the Customer promptly provides at its own cost such information, documentation, and evidence as the Supplier reasonably requests); and

5.3.4 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.

5.4 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 or any applicable Specific Warranty Cover to the extent that the defect or liability arises or is contributed to or made worse by:

5.4.1 the Customer making any further use of such Goods after giving notice in accordance with clause 5.3;

5.4.2 the Customer failing to follow the Supplier's oral or written instruction, guidance or training as to the design, selection commissioning, storage, installation, use and maintenance (or other handling) of the Goods or (if there are none) normal industry trade practice regarding the same;

5.4.3 the Customer uses an installer or maintenance provider (as applicable) that is not trained or authorised by the Supplier to install or maintain/repair its Goods (it being the Customer's responsibility to verify the installer's or maintenance provider's status with the Supplier before purchase of the Goods and/or their installation, maintenance or repair);

5.4.4 the Supplier following any drawing, design or Specification supplied by the Customer (it being accepted by the Customer that it is the Customer's responsibility to ensure that any design or specification that it provides to the Supplier is fit for purpose and within the Supplier's published ratings and technical information for the Goods);

5.4.5 the Customer's particular application of the Goods falls outside the range of applications that the Goods are intended by the Supplier as per its published ratings and technical information for such Goods;

5.4.6 the Customer alters or repairs such Goods (and/or components, fixings, adhesives or other materials in each case not supplied by the Supplier are used to install, augment or adapt the Goods) without the written consent of the Supplier;

5.4.7 fair wear and tear, wilful acts or omissions, negligence, or abnormal storage or working conditions;

5.4.8 any effects of corrosion excepting where the Supplier has provided a specific corrosion guarantee exclusive to the Customer's specific installation or use of the Goods;

5.4.9 the Goods differ from their description or Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or

5.4.10 any combination of any of the above applies.

5.5 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 or any applicable Specific Warranty Cover to the extent that the liability is otherwise excluded or limited under these Conditions or the applicable Project Terms.

5.6 Costs of (or associated with) uninstalling and or reinstalling the faulty components of Goods or the Goods from other equipment or infrastructure which activities are expressly excluded from the warranty under clause 5.1 or any Specific Warranty Cover.

5.7 Except as provided in this clause 5 and subject to clause 10, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.9 Where the Supplier agrees to accept the return of any Goods that are not in breach of this clause, then they shall be entitled to charge the Customer a reasonable handling charge (of up to 25% of the price of Goods returned) and any charge imposed by any third party for the return of the Goods.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

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

6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

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

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.2; and

6.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1 it does so as principal and not as the Supplier's agent; and

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6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, then, without limiting any other right or remedy the Supplier may have:

6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

6.5.2 the Supplier may at any time:

a. require the Customer to deliver up all Goods in its possession which have not been resold or irrevocably incorporated into another product; and

b. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SERVICES AND CUSTOMER OBLIGATIONS

7.1 Where the Supplier issues the Customer with Project Terms, the provisions contained in the Project Terms shall take precedence over the terms contained in these Conditions, only to the extent that there is any discrepancy, ambiguity or conflict between the Project Terms and these Conditions.

7.2 The Supplier shall supply the Services to the Customer in accordance with the Specification and the Project Terms in all material respects.

7.3 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Acknowledgement or as otherwise provided by the Supplier in writing, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.4 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7.6 Subject to clause 7.6, in the event there is any defect in the Services and the Customer gives notice in writing to the Supplier within six (6) months of completion of the relevant Services, the Supplier shall at its cost reperform the defective elements of the Services.

7.7 The Supplier shall not be responsible for any defect or errors in the Services or any output from the Services due to any breach by the Customer of its obligations in clause 7.10 or any error in a Specification provided by the Customer to the Supplier.

7.8 Except as provided in this clause 7, the Supplier shall have no liability to the Customer in respect of the Services failure to comply with the warranty set out in clause 7.4.

7.9 In the event that any goods or materials are supplied by the Supplier as part of or as an output of the Services, including in relation to any design services, such goods or materials shall, subject to clause 7.6, be deemed to be Goods supplied by the Supplier in accordance with and subject to clause 5 of these Conditions.

7.10 Subject to clause 10.1, the Supplier shall not be responsible for any installation, assembly or construction processes, means, methods, techniques, sequences, procedures, safety precautions, and programmes relating to the output of the Services.

7.11 The Customer shall:

(a) ensure that the terms of the Order and any information it provides to the Supplier, including in the Specification, are complete, accurate and up to date in all respects;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete, accurate and up to date in all respects;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(f) comply with all applicable laws, including health and safety laws;

(g) comply with any additional obligations as set out in the Project Terms or Order Acknowledgement.

7.12 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations as set out in clause 7.10; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8. PRICE AND PAYMENT

8.1 The price of the Goods and/or Services shall be the price set out in the relevant quotation, Order Acknowledgement or other written communication from the Supplier.

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8.2 The Supplier reserves the right to amend its pricing for the Services in accordance with the terms set out in the Order Acknowledgement or Project Terms. The Supplier may, by giving notice to the Customer at any time up to 2 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

8.2.1 any factor beyond the Supplier's control (including without limitation foreign exchange fluctuations, increases in taxes and duties, and increases in labour. materials and other manufacturing costs);

8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions including any Customer Default.

8.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

8.4 The price of the Goods and Services is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services.

8.5 Unless the Supplier expressly states otherwise in writing, the Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery (or part-delivery). The Supplier will invoice the Customer for the Services in accordance with the invoicing terms set out in the Supplier's quote and the Order.

8.6 Any complaint of an error or discrepancy in an invoice must be notified by the Customer to the Supplier within 7 Business Days of the date of the invoice in writing. Complaints of this nature not made within this period will not be valid.

8.7 The Customer shall pay the invoice in full and in cleared funds within 30 days from the end of the month in which the Supplier issues its invoice, or in accordance with any credit terms agreed in writing between the Supplier and the Customer. Payment shall be to the bank account nominated in writing by the Supplier or, via cheque, credit or debit card. Time of payment is of the essence.

8.8 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the greater of 8% and the rate of 4% per annum above Lloyds Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. In addition the Supplier shall be able to make a reasonable charge to cover the administration costs of the Supplier.

8.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. TERMINATION AND SUSPENSION

9.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect if any of the relevant events listed in clause 9.2 occur.

9.2 For the purposes of clause 9.1, the relevant events are:

9.2.1 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

9.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enter into any compromise or arrangement with its creditors;

9.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

9.2.4 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

9.2.5 (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

9.2.6 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

9.2.7 (being an individual) the Customer is the subject of a bankruptcy petition or order or county court judgment;

9.2.8 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

9.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.1 to clause 9.2.8 (inclusive);

9.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

9.2.11 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

9.2.12 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of

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managing his or her own affairs or becomes a patient under any mental health legislation.

9.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods and/or performance of the Services under the Contractor any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2.1 to clause 9.2.12, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment. The Supplier further reserves the right to request payment in advance where the value of the Customer's Order (together with its existing account balance) exceeds the credit limit assigned to the Customer's account.

9.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

9.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

10.1.2 fraud or fraudulent misrepresentation;

10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

10.1.4 defective products under the Consumer Protection Act 1987; or

10.1.5 any liability that may not be legally limited or excluded by law.

10.2 Subject to clause 10.1:

10.2.1 the Supplier shall under no circumstances whatever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (a) loss of profit or other pure economic loss; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or production; (f) loss or corruption of software, data or information; (g) loss of or damage to goodwill; or (h) any indirect, special or consequential loss, howsoever arising under or in connection with the Contract and whether or not reasonably foreseeable; and

10.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort, (including negligence), breach of statutory duty, or otherwise, shall in no circumstance exceed 400% of the total price payable under the Contract in respect of the Goods and/or Services (as the case may be).

10.3 Except as provided in clauses 5 and 7 of these Conditions, any implied terms, conditions or warranties relating to the Goods and/or Services (including as may be implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

11. FORCE MAJEURE

11.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

11.2 A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, pandemics or similar events, natural disasters or extreme weather conditions, Goods held up at port of entry, or default of suppliers or subcontractors.

11.3 If the period of delay or non-performance continues for six (6) weeks, the party not affected may terminate the Contract by giving fourteen (14) days' written notice to the affected party.

12. GENERAL

12.1 Assignment and other dealings.

12.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2 Notices.

12.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9:00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

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12.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3 Severance.

12.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or partprovision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4 Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Third Party Rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

12.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and (i) signed by the Supplier;

or (ii) otherwise issued by the Supplier. The Supplier may sign or otherwise issue an amended version of the Conditions at any time to take binding effect as between the Supplier and the Customer on and from the 15th day after the date of signing/issue.

12.7 Governing Law. 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 the law of England and Wales.

12.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

12.9 In case of complaint about your purchase, you may contact us by email at sales@midfix.co.uk or write to us at MIDFIX, Unit 5, Power Park, Thane Road, Nottingham, United Kingdom, NG7 2UG.

12.10 Use of the MIDFIX website is subject to the MIDFIX Website Terms and Conditions as may apply from time to time.

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