

## TERMS AND CONDITIONS OF SALE

Please read the terms and conditions below carefully.

The Customer's attention is particularly drawn to the provisions of Clause 1.3 ((Definitions and interpretation), Clause 6 (Payment and property of Goods), Clause 8 (Delivery of Goods), Clause 10 (Limitation of liability), and Clause 11 (Indemnity).

The third-party wholesale buying group's attention is particularly drawn to Clause 1.3 (Definitions and interpretation).

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions apply:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Claims:** all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).

**Company:** JRC Roofing Distributors Limited a company incorporated in England And Wales under number 04043846 whose registered office is at Capetown Mill, Pickles Street, Burnley, Lancashire, BB12 0NJ

**Conditions:** the Company's terms and conditions of sale set out in this document.

**Contract:** the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions and the Order, including all its schedules, attachments, annexures and statements of work, if any.

**Customer:** the company, person or firm who purchases the Goods from the Company directly or indirectly via a third-party wholesale buying group.

**Force Majeure:** an event or sequence of events beyond the Company's control preventing or delaying it from performing its obligations under the Contract including, without limitation,

- (a) acts of God, fire, flood, drought, explosion, lightning, earthquake or other natural disaster;
- (b) war, threat of or preparation for war, terrorist attack, armed conflict, or breaking off of diplomatic relations, riot or civil unrest;
- (c) imposition of sanctions and embargo;
- (d) epidemic or pandemic in any country;

- (e) nuclear, chemical or biological contamination or sonic boom;
- (f) collapse of buildings, fire, explosion or accident;
- (g) interruption or failure of supplies of raw materials, labour, power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract;
- (h) power failure or breakdown in machinery whether or not caused by the Company;
- (i) any labour or trade disputes, strikes, lockouts or boycott or other industrial action including those involving the Company's or its suppliers' workforce;
- (j) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction or regulations, quota or prohibition, or failing to grant a necessary licence or consent; and
- (k) non-performance by suppliers or subcontractors;

but excludes the Customer's inability to pay or circumstances resulting in the Customer's inability to pay.

**Goods:** the goods (or any part of them) set out in the Order.

**Goods Specification:** any specification for the Goods agreed in writing between the Company and the Customer that is set out in the Order.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Losses:** all losses including without limitation any financial, direct, indirect or consequential losses, loss of profit, loss of reputation and all damages, interests, penalties and legal costs (calculated on a full indemnity basis) and any other costs and expenses of any nature whatsoever arising from it.

**Order:** the Customer's order for the supply of Goods or Goods Specification as set out in the Customer's purchase order form, or the Customer's written acceptance of the Company's quotation, as the case may be.

**VAT:** means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.

- 1.2 A reference to writing or written excludes fax but not email.
- 1.3 Where the Customer purchases Goods from the Company through a third-party wholesale buying group, (1) the third party wholesale buying group shall immediately make their member aware of these terms and conditions (including providing their member with a copy of this Contract); and (2) the Customer shall be responsible for ensuring they obtain a copy of these terms and conditions and any documents referred to within these terms conditions (including but not limited to any Order or invoice) from the third-party wholesale buying group as soon as reasonably practicable following any Order. The Customer agrees and acknowledges that the Company shall have no liability whatsoever to the Customer should the Customer fail with its obligations to comply with this clause **Error! Reference source not found..**
- 1.4 Any conditions whether incorporated in a Customers' printed order form or otherwise provided by the Company to the Customer, shall form part of a contract with the Company only in so far as they are not inconsistent with these Conditions or other express terms of such a Contract.

## 2. **PRICES**

- 2.1 The price for Goods:
- (a) shall be the price set out in the Order and is subject to alteration without prior notice to the Customer, or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery unless otherwise agreed in writing by the Company;
  - (b) shall be exclusive of all costs and charges of packaging, insurance, transport and installation of the Goods, which shall be invoiced to the Customer if the Company deems necessary; and
  - (c) shall be exclusive of amounts in respect of the VAT chargeable from time to time and the Customer shall be additionally liable to pay the VAT to the Company.
- 2.2 The Company reserves the right, by giving notice to the Customer in writing at any time before delivery, to reflect any increase in the cost of the Goods to the Company which is due to:
- (a) any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials or other manufacturing costs and expenses);
  - (b) any changes to the Order (such as, delivery dates, quantities, types or specifications of the Foods) made by the Customer; or
  - (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods.

### **3. BASIS OF CONTRACT**

- 3.1 The Order constitutes an offer by the Customer to purchase Goods in accordance with these Conditions.
- 3.2 The Order shall only be deemed to be accepted when the Company issues written acceptance and confirmation of the Order at which point and on which date the Contract shall come into existence.

### **4. QUOTATIONS**

- 4.1 Any quotation given by the Company's shall not constitute an offer and may be withdrawn or altered at any time up to the issue of the Company's acknowledgement of the Buyer's acceptance. All quotations are only valid for a period of 30 days.
- 4.2 All quotations are based on prices applicable to quantities and details specified. In the event of an order being placed, the Company shall be entitled to adjust the price of the Goods to take account of any variation in quantities or detail from that of the quantities and details provided on quotation. The Customer is responsible for ensuring that all Orders placed are complete and accurate including ensuring any detailed specifications, the quantity, quality and description of and any specification for the Goods are those stated by the Company in the quotation.

### **5. GOODS**

- 5.1 The Company reserves the right to amend the specification of the products and Goods Specifications to be supplied to the Customer if required by any applicable statutory or regulatory requirement so long as the amendments do not materially affect the appearance of the products. For the avoidance of doubt, any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract nor have any contractual force. Please see below for more details:
- (a) Thicknesses – All specified thicknesses of Goods are nominal only.
  - (b) Appearances – All natural roofing slates are subject to variations in appearance and colour due to the natural makeup of the Goods.
  - (c) All dimensions specified are subject to a normal tolerance with the Goods supplied.
- 5.2 Orders accepted by the Company cannot be cancelled by the Customer once Orders are accepted by the Company, unless the Company agrees to cancel in writing.

5.3 The Customer agrees and acknowledges that some of the goods supplied by the Company such as natural roofing slates are natural products and therefore are subject to variations in colour, texture and appearance and may contain natural imperfections and samples provided of such can only give a general impression of appearance.

## **6. PAYMENT AND PROPERTY OF GOODS**

6.1 The Company may invoice the Customer (a) on or at any time after completion of delivery or (b) on or at any time after the Company has informed the Customer the delivery date of the Goods.

6.2 Payment for all Goods shall be made in full and in cleared funds to a bank account nominated in writing by the Company.

6.3 Payment for all Goods shall be paid within 30 days of the date of invoice, except by agreement made in writing by the Company.

6.4 Time for payment shall be of the essence of the Contract.

6.5 If the Customer fails to make a payment due to the Company under the Contract by the due date, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum. Interest will accrue from the due date on a day-to-day basis at the base rate of the Bank of England, plus 3% from time to time, but at 3% a year for any period when that base rate is below 0%.

6.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. TITLE AND RISK**

7.1 The risk in the Goods passes to the Customer on delivery.

7.2 Legal ownership and title to the Goods will only be transferred to the Customer when the Company receives payment in full (in cash or cleared funds) for the Goods (and any other sums that are due or owing to the Company), whether or not delivery has been made.

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

- (a) hold the Goods as fiduciary owner on behalf of the Company;
- (b) separately store the Goods in such a way that it is clearly and remain readily identifiable as the property of the Company;
- (c) not remove, deface or obscure any identifying mark or packing on or relating to the Goods;

- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- (e) notify the Company immediately if:
  - (i) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (ii) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (iii) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- (f) give the Company such information as the Company may require from time to time relating to the Goods and the ongoing financial position of the Customer.
- (g) return the Goods to the Company immediately upon the Company's request and if the Customer fails to do so promptly, the Company may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7.4 If the Customer mixes the Goods with other materials or objects or if the Goods become a constituent of other materials or objects then such final objects or materials shall become the property of the Company until the date of full payment for the Goods. The Customer shall hold the final objects or materials as fiduciary owner on behalf of the Company and shall store or retain the final objects or material on behalf of the Company. If the customer sells the final objects or materials, the proceeds of sale shall be held in trust for the Company in a separate account until the date of full payment for the Goods.

## **8. DELIVERY OF GOODS**

8.1 All dates or periods quoted for delivery of the Goods are approximate only. Time of delivery is not of the essence which means the Company will make reasonable efforts to deliver the Goods on the dates quoted to the Customer.

8.2 If delivery of goods be delayed or prevented due to a Force Majeure event or if there is any delay in performing or any failure to perform any of the Company's obligations under this Contract due to a Force Majeure event, the Company shall not be in breach of the Contract or be held liable or responsible for any failure or delay in the performance of its obligations. The time performance of such obligations shall be extended accordingly. If the period of delay or non-performance

continues for 2 months, the unperformed part of the Contract may be cancelled. Such cancellation shall be without prejudice to already accrued rights of either party.

- 8.3 Subject to clauses 10.7 and 10.8, all Claims for transit damage or loss must be submitted in writing with reasonable details by the Customer to both the carrier and the Company within 2 working days of delivery. In the case of non-delivery of the whole consignment, the Claims must be submitted in writing with reasonable details to both the carrier and the Company within 7 days of receipt by the Customer of notification of the despatch of the Goods. In the absence of the Claims within these time limits, the Goods shall be deemed to have been properly delivered to the Customer.
- 8.4 The Customer shall be responsible for providing adequate labour and facilities at the delivery points for unloading Goods ordered by the Customer. The Customer shall be responsible and liable for any Claims, liabilities, costs, expenses, damages and Losses suffered or incurred by the Company arising out of or in connection with any Claims made against the Company from unloading the Goods to the Customer.
- 8.5 If the Company fails to deliver the Goods or to perform of any of its obligations under the Contract due to any act or omission by the Customer or failure by the Customer to perform any relevant obligations including but not limited to ensuring the Order is complete and accurate, taking delivery of the Goods, giving adequate delivery instructions at the time stated for delivery or providing adequate labour and facilities at the delivery point for unloading Goods (**Customer Default**):
- (a) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer Default; and
  - (b) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default including but not limited to storage, insurance, delivery, loss of profits on unsold Goods.
- 8.6 If the Company fails to deliver the Goods for any reason other than a Force Majeure event or Customer Default, the Company's liability shall be limited to the costs and expenses reasonably incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 8.7 Delivery may be made earlier than the specified delivery date if the Company gives sufficient notice to the Customer.

## **9. QUALITY OF GOODS**

Upon delivery of the Goods, the Goods should:

- (a) conform in all material respects with their description and any applicable Goods Specification; and
- (b) be free from material defects in design, material and workmanship.

## **10. LIMITATION OF LIABILITY**

- 10.1 Subject as expressly provided in this Contract and except where the goods are sold to an individual Customer dealing as a consumer within the meaning of Consumer Rights Act 2015 (**Consumer**), the Company has given commitments as to compliance of the Goods with relevant specifications in clause 9, in view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.2 Subject to clauses 10.5, 10.6, 10.7, and 10.8, if the Customer gives notice in writing with reasonable details to the Company within 14 days from the date of delivery that the Goods are defective and the Company is satisfied that the Goods do not comply with the specifications set out in clause 9, the Company reserves the right to replace the defective Goods or refund or credit the sums paid by the Customer for the Goods to the Customer if the Customer has already paid such sums. For the avoidance of doubt, defective Goods does not include any damages that were caused during the transit of the Goods as this is covered in clause 8.3 above.
- 10.3 The replacement Goods will be delivered to the Customer at the original place of delivery, but otherwise subject to the agreement between the parties.
- 10.4 The Customer shall return the defective Goods or any of the Goods claimed to be defective to the Company if requested by the Company.
- 10.5 Except as provided in this clause 10, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the specifications set out in clause 9.
- 10.6 The Company shall not be liable for the Goods that fail to comply with the specifications set out in clause 9 if:
  - (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 10.2;
  - (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - (c) the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer;
  - (d) the Customer alters or repairs such Goods without the written consent of the Company;



- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

10.7 Except in respect of liabilities which cannot legally be limited such as death or personal injury caused by negligence, or fraud or fraudulent misrepresentation, the Company shall not be liable to the Customer for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or value;
- (g) any increased costs incurred in order to prevent a loss of profit;
- (h) any consequential loss or damage, costs, expenses that are unforeseeable; and
- (i) any Claims for consequential compensation whatsoever (and whether caused by the negligence of the company, its employees or agents or otherwise) which arises out of or in connection with the use or resale of the Goods by the Customer.

10.8 The Company shall not be liable for parts, materials or equipment that are not supplied by the Company.

10.9 Subject to clauses 10.6, 10.7, and 10.8, the Company's total liability to the Customer under or in connection with this Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, for all other loss or damage shall be limited to the sums paid by the Customer to the Company under this Contract. The Customer agrees and acknowledges that it is both reasonable and acceptable for the Company to exclude or limit the Company's liability in this way.

10.10 This clause 10 shall survive termination of the Contract.

10.11 This clause 10 shall also apply to the Guarantee (as defined in clause 14.2 of the Contract).

## **11. INDEMNITY**

11.1 The Customer shall be liable and be responsible for all Losses, liabilities, costs, expenses, damages suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's Intellectual

Property Rights arising out of or in connection with the Company's use or receipt of any drawings, plan, design or specification supplied by the Customer.

- 11.2 The Customer shall be liable and be responsible for all Claims, demands, proceedings, fines, liability (whether in criminal or civil, in contract, tort or otherwise) and Losses to the Company, Company employees and third parties, or third party Losses by reason of or arising out of the Goods resold or resupplied by the Customer to the third party.
- 11.3 If any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity, the Customer shall:
- (a) give written notice of the Claim to the Company as soon as reasonably practicable, specifying the nature of the claim in reasonable detail;
  - (b) give full control of any proceedings or negotiations in connection with any such claim to the Company;
  - (c) give the Company all reasonable assistance and access to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Company and its professional advisers to examine them and to take copies for the purpose of any such claim, proceedings or negotiations;
  - (d) not make any admission of liability, agreement, compromise, pay or accept any such claim or proceedings without the prior written consent of the Company;
  - (e) do nothing which would or might invalidate any policy of insurance or insurance cover which the Customer has in place and the Company will not be liable for any such policy or Claims.
  - (f) acknowledges and agrees that the Company shall be entitled to the benefit of all damages and costs (if any) awarded to the Customer, which are payable by, or agreed with the consent of the Customer, to be paid by any other party in respect of any such claim; and
  - (g) take any steps that may be reasonably requested by the Company to mitigate or reduce any such loss, damages, costs or expenses.
- 11.4 This clause 11 shall survive termination of the Contract.

## **12. TERMINATION**

- 12.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving a written notice to the Customer and suspend all deliveries of Goods to the Customer if:
- (a) the Customer fails to pay any amount due for the Goods on the due date for payment;

- (b) the Customer becomes insolvent or if an order is made or a resolution is passed for the winding up of the Customer (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Customer's assets or business, or if the Customer makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;
- (c) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion of the Company that the Customer's ability to give effect to the terms of the Contract is in jeopardy.

12.2 The Customer may not terminate the Contract once the Order is accepted, except where the Company agrees or as otherwise provided for in this Contract.

12.3 On termination of the Contract,

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- (b) the Customer shall return all of the Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

12.4 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the Company that has accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12.5 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

### **13. EXPORT TERMS**

13.1 In these conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Order is made. Unless the context otherwise requires any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these

Conditions but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

- 13.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause shall apply notwithstanding any other provision of these Conditions.
- 13.3 The Customer 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.
- 13.4 The Customer shall be responsible for arranging testing and inspection of the Goods before shipment of the Goods. The Company shall not be liable for any defects in the Goods which would have been apparent on inspection and which is made after shipment, or in respect of any damage during the transit of the Goods.
- 13.5 The Customer shall not offer the Goods for resale in the United Kingdom or any other country or to any person the Customer knows or has reason to believe that the person intends to resell the Goods in any such country without written consent of the Company.

#### **14. GUARANTEE**

- 14.1 In respect of all goods supplied and manufactured to the Company by third parties, the Company will pass on to the Customer (in so far as possible) the benefit of any warranty given to the Company by such third parties and will (on written request) supply to the Customer details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties and the Customer shall be solely responsible to the entire exclusion of the Company for complying with all of these.
- 14.2 Notwithstanding clause 14.4, in respect of goods named All Natural Slates that are supplied by the Company, the Company will give a guarantee against any degradation of the slate due to any inherent defects in the material, with the exception of oxidisation and/or the natural aging and/or appearance of the goods (**Guarantee**). The Guarantee does not cover cracked or broken slates incurred during fixing, holing or due to foot traffic thereafter and is only valid when the fixing of the goods is carried out in accordance with legal professional standards as defined in the regulations and directives in force at the time of delivery to the site where the goods are fixed.
- 14.3 For the avoidance of doubt, clause 10 (limitation of liability) of this Contract shall apply to the Guarantee.
- 14.4 The Company will only issue Guarantee upon written request of the Customer.

## **15. GENERAL**

- 15.1 The Contract shall be governed in accordance with English Law and the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation between the Company and the Customer.
- 15.2 Neither the Company nor the Customer may alter the terms of this Contract without the written agreement of the other.
- 15.3 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 15.4 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 15.5 Except where the goods are sold to the Consumer, the Customer acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Customer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 15.6 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.7 Except where the goods are sold to the Consumer, the Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 15.8 If any part of the Contract is or becomes invalid, illegal or unenforceable, the enforceability of the rest of the Contract will not be affected.
- 15.9 Any notices or communication given by the Company shall be deemed to be properly given to the Customer if it is emailed to the Customer or left or sent to the Customer by post at the Customer's last known address, or registered office or the Customer's principal place of business in other case.

- 15.10 Any notice or communication given to the Company shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post, next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, where business hours resume. For the purpose of this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 15.11 A notice given under this Contract is valid if sent by email. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.12 The Customer acknowledges and agrees to be bound by the terms of the Company's privacy policy and that any personal data which was supplied by the Customer will be stored securely and in accordance with the Company's privacy notice which can be found at [www.jrcslate.co.uk/privacy-policy/](http://www.jrcslate.co.uk/privacy-policy/)
- 15.13 Where the Customer purchases the Goods with the intention of selling them to a third party, warranties as to product performance in relation to the Goods shall not be given by the Customer to the third party without the prior written permission of the Company.